NOTE: AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS THE CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY.

REGULAR
MEETING DATE: March 12, 2015
MEETING TIME: 6:00 P.M.

I. INVOCATION: PASTOR NEIL HICKEM, CORNERSTONE BAPTIST CHURCH
II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST
III. APPROVAL OF AGENDA
IV. APPROVAL OF MINUTES
V. HIJW CONSENT AGENDA
   I ORDER #01-DO-15 AND FINDING OF FACTS FOR THE ORDER OF THE PLANNING BOARD APPROVING THE AMENDED LOCAL DEVELOPMENT ORDER APPLICATION FOR CALYPSO TOWER III, LLC, A 250-UNIT CONDOMINIUM AT 15928 FRONT BEACH ROAD. After receiving testimony and reviewing the exhibits produced during the Hearing on February 12, 2015, the City Council orders that the subject Development Order be issued and that the Order of the Planning Board affirming the decision of City Staff is AFFIRMED.

VI REGULAR AGENDA ITEMS - DISCUSSION/ACTION

<table>
<thead>
<tr>
<th>NO.</th>
<th>OFFICIAL</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GFO</td>
<td>BOYS &amp; GIRLS CLUB CIVIC ACHIEVEMENT AWARD.</td>
</tr>
<tr>
<td>2</td>
<td>GFO</td>
<td>&quot;NATIONAL BOYS &amp; GIRLS CLUB WEEK&quot; AND ANNUAL REPORT PRESENTATION.</td>
</tr>
<tr>
<td>3</td>
<td>GFO</td>
<td>&quot;GIRL SCOUT WEEK&quot; PROCLAMATION &amp; PRESENTATION.</td>
</tr>
<tr>
<td>4</td>
<td>ML</td>
<td>ORDINANCE 1340, FBO SETBACKS AND STORIES, 1ST READING.</td>
</tr>
<tr>
<td>5</td>
<td>ML</td>
<td>ORDINANCE 1342, DELLWOOD PROPERTIES REZONING, 1ST READING.</td>
</tr>
<tr>
<td>6</td>
<td>MG</td>
<td>RESOLUTION 15-65, BIDS- NAUTILUS LIFT STATION 7 REPLACEMENT.</td>
</tr>
<tr>
<td>7*</td>
<td>MG</td>
<td>RESOLUTION 15-69, FRONT BEACH ROAD REFUNDING BOND RESOLUTION.</td>
</tr>
<tr>
<td>8*</td>
<td>MG</td>
<td>RESOLUTION 15-70, FRONT BEACH ROAD BONDS JOINT CITY/CRA RESOLUTION.</td>
</tr>
<tr>
<td>9</td>
<td>MG</td>
<td>RESOLUTION 15-71, RANKING OF CONSTRUCTION MANAGERS FOR PROPOSED CITY CAMPUS BUILDINGS.</td>
</tr>
<tr>
<td>10</td>
<td>MG</td>
<td>CITY MANAGER UPDATE.</td>
</tr>
</tbody>
</table>

* Action on this item is taken by both the City Council and the City of Panama City Beach Community Redevelopment Agency, jointly and concurrently.

JOHN REICHARD  
RICK RUSSELL  
JOSIE STRANGE  
KEITH CURRY  
GAYLE OBERST  

JOHN REICHARD  
RICK RUSSELL  
JOSIE STRANGE  
KEITH CURRY  
GAYLE OBERST  

1 of 2

Regular Agenda
March 12, 2015
I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.

City Clerk

City Clerk

The meeting agenda is available for public inspection at the Clerks Office. If any member of the public desires a copy of the agenda, they may contact the Clerk's Office.

IN AN EffORT TO CONDUCT YOUR COUNCIL MEETINGS IN AN ORDERLY AND EXPEDITED MANNER, WE RESPECTFULLY REQUEST THAT YOU WAIT UNTIL THE CHAIR RECOGNIZES YOU TO SPEAK, THEN COME TO THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

E-mailed and/or Faxed to following interested parties on: 3/9/15

<table>
<thead>
<tr>
<th>NEWS MEDIA</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>News Herald</td>
<td>John Henderson</td>
</tr>
<tr>
<td>Bullet</td>
<td>Phil Lucas</td>
</tr>
<tr>
<td>Channel 4</td>
<td>Ryan Rodig</td>
</tr>
<tr>
<td>Channel 7</td>
<td>Rex Ogburn</td>
</tr>
<tr>
<td>Channel 13</td>
<td>Ken McVay</td>
</tr>
<tr>
<td>Comcast</td>
<td>Kay C. McWilliams</td>
</tr>
<tr>
<td>WOW</td>
<td>Cil Schnitker</td>
</tr>
<tr>
<td>WKGC</td>
<td>Emily Balazs</td>
</tr>
<tr>
<td>WLTG</td>
<td>A. D. Whitehurst</td>
</tr>
<tr>
<td>Magic Broadcasting</td>
<td>Chris Allen</td>
</tr>
<tr>
<td>Clear Channel</td>
<td>Crystal Presley</td>
</tr>
<tr>
<td>Panama City Radio</td>
<td>Brandon Andrews</td>
</tr>
</tbody>
</table>

NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM UNDER “AGENDA INFORMATION”.

THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based.

Sec. 286.0105, FS (1995)
CONSENT AGENDA
ITEM #1,
ORDER # 01-DO-15,
CALYPSO TOWER III
CITY COUNCIL OF THE
CITY OF PANAMA CITY BEACH

IN RE: CALYPSO TOWER III, LLC -- LOCAL DEVELOPMENT ORDER
TO APPROVE A 250-UNIT CONDOMINIUM AT 15928 FRONT
BEACH ROAD

PARCEL NO. 33756-000-000

QUASI-JUDICIAL HEARING HELD ON FEBRUARY 12, 2015

No: 01-DO-15

ORDER

The CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, having
heard testimony and reviewed the evidence produced at the Rehearing in this matter held on
February 12, 2015, sets forth the following Procedural History, Findings of Fact, and
Conclusions of Law.

PROCEDURAL HISTORY

1. On June 27, 2013, the City Council adopted Ordinance 1276 which created a
   process for amending, extending, or renewing development orders which met
certain criteria.

2. On October 24, 2013, the developer of Calypso Tower III ("Original
   Developer") filed a Notice of Intent to Apply for an Ordinance 1276 Amended
Development Order as a Type One Development (a phased development).
3. On October 25, 2013, the City Staff acknowledged receipt of the Original Developer’s Notice of Intent to Apply for an Ordinance 1276 Amended Development Order as a Type One Development.

4. Pursuant to Ordinance 1276, the Original Developer then had ninety (90) days to file a complete application for an Amended Development Order.

5. On January 17, 2014, the Original Developer filed the required complete application and requested a four (4) year extension, which meant the height and the aggregate square footage of individual units were to be reduced by twenty percent (20%) ("Application").

6. On January 22, 2014, and March 31, 2014, the City Staff acknowledged the Original Developer’s Application and requested clarification of three (3) issues.

7. On May 14, 2014, the Original Developer provided additional information regarding the three (3) issues raised by the City Staff.

8. On May 16, 2014, the City Staff informed the Original Developer that one (1) of the three (3) issues was resolved, and requested: (a) more information regarding parking; and (b) a clarification regarding the East and West elevation exhibits.

9. On June 27, 2014, the Original Developer adequately addressed the remaining two (2) issues.
10. The City Staff continued to analyze the parking issue and sent both Code Enforcement Officers to the subject property to count the existing parking spaces in order to confirm the parking count submitted by the Condominium Association’s Manager.

11. On October 22, 2014, the City Staff received a letter from Calypso Tower III, LLC, indicating it was the new owner of the subject property ("New Developer") and stating it desired to amend the Application by changing the extension from four (4) years to two (2) years ("Amended Application").

12. On October 27, 2014, the City Staff acknowledged receipt of the New Developer’s Amended Application.

13. On October 30, 2014, the City Staff issued a Notice of Intent to issue a Development Order to the New Developer ("Notice of Intent").

14. Several owners of condominium units located within Calypso Towers I and II timely filed requests for a Quasi-Judicial Hearing before the Planning Board regarding the Notice of Intent, raising numerous objections to the Notice of Intent.

15. On November 25, 2014, the City Staff issued their written report to the Planning Board, in which the City Staff set forth their analysis of the New Developer’s Amended Application and the objections to the Notice of Intent ("Staff Report").
16. On December 8, 2014, the Planning Board held a properly advertised Quasi-Judicial Hearing on the New Developer's Amended Application. At the conclusion of the December 8 Quasi-Judicial Hearing, the Planning Board:

(a) Concluded that the "Staff Comments" contained in the Staff Report rebutted each of the objections to the Notice of Intent; and

(b) Affirmed the City Staff's decision to approve the New Developer's Amended Application.

17. The Planning Board's Order was rendered on December 15, 2014.

18. Several owners of condominium units located within Calypso Towers I and II filed requests for a Rehearing before the City Council regarding the Notice of Intent, raising numerous objections to the Notice of Intent. Only two (2) persons, who timely filed such a request, potentially qualified as an "Adversely Affected Person": Mae Meyer, who filed her request on December 26, 2014, and Toni Traina, who filed her request on December 24, 2014.

19. On February 9, 2015, Ms. Meyer withdrew her request for a Rehearing before the City Council.

20. On February 12, 2015, the City Council conducted a Rehearing on the Notice of Intent.

21. As an initial matter, the City Council received evidence on the question of whether Ms. Traina qualified as an "Adversely Affected Person," as that phrase is defined in the City's Land Development Code ("City's LDC"), and concluded

Page 4 of 8
that Ms. Traina did so qualify.

22. Without objection, the Planning Board’s December 15 Order and the record of the Planning Board’s December 8 Quasi-Judicial Hearing, including the Staff Report, were admitted into evidence.

23. The City Council received testimony from Ms. Traina regarding her objections to the Notice of Intent. Ms. Traina also called three (3) witnesses. City Planner Mel Leonard testified on behalf of the City Staff in regard to Ms. Traina’s objections to the Notice of Intent.

24. The City Council received public comment, which was subject to cross-examination under oath.

FINDINGS OF FACT

25. Based upon the unrefuted testimony of Andrea Chester, Planning Department Administrative Assistant, the City Council finds that public notice of the City Council’s February 12 Rehearing was properly given and all procedural requirements were met for the City Council to conduct the Rehearing.

26. Ms. Traina owns a condominium unit in Calypso Tower I and, therefore, would share with Calypso Tower III an interest in common property that is part of the same phased development and would share amenities and elements required by the City’s land use regulations, such as parking, landscaping, stormwater, utilities, et cetera.
27. In her request for a Rehearing before the City Council, Ms. Traina raised the following objections to the Notice of Intent:

a. Parking is within five (5) to seven (7) spaces of capacity, which does not include the commercial units in the new 250-unit building.

b. The use of 1.5 parking spaces per condo is outdated and should be updated to correspond with the actual condo guest vehicle usage. Most condos have two families renting and, therefore, the number of required parking spaces should be increased.

c. The Calypso beachfront footage is currently crowded with guests from 396 units and will not support another 1,000 to 1,500 people without additional Calypso beach overcrowding, without additional overcrowding of the current complex, and without additional traffic problems.

d. During the City’s peak season, Front Beach Road is currently backed up for miles due to Pier Park. The entrance to and exit from the Calypso parking garage will be very congested and an additional safety hazard.

e. The storm water situation may only complicate the issues.

f. An environmental impact study should be conducted before the City considers approving the new 250-unit building.

g. A new traffic impact study should be conducted before the City considers approving the new 250-unit building.
h. Other developer groups wanted to purchase the subject property but were told only eleven (11) stories could be constructed thereon.

i. Sales literature distributed by the owners depicted a reduced size to Calypso Tower III.

28. During the Rehearing before the City Council, Ms. Traina did not raise any objections other than those that were raised in her request for a Rehearing before the City Council.

CONCLUSIONS OF LAW

29. The City Council’s February 12 Rehearing was the conclusion of a Type I – Notice of Intent Proceeding established and governed by Sections 10.06.00, 10.13.00, and 10.17.00 of the City’s LDC.

30. Pursuant to Section 10.17.04 of the City’s LDC, the City Council had jurisdiction to conduct the February 12 Rehearing.

31. Ms. Traina is an “Adversely Affected Person,” as that phrase is defined in the City’s LDC, and has standing to request the Rehearing before the City Council.

32. The New Developer’s amendment to the Application, which changed the requested extension from four (4) years to two (2) years, was authorized by Section 10.12.01 of the City’s LDC and Ordinance 1276.

33. Pursuant to Section 10.17.04 of the City’s LDC, Ms. Traina was required to prove, by competent substantial evidence, the validity of her objections to the Notice of Intent.
The City Council concludes that each of Ms. Traina's objections is outside the scope of the City's land use requirements for consideration of a Development Order pursuant to Ordinance 1276.

Moreover, the City Council finds that the "Staff Comments" contained in the Staff Report constitute competent substantial evidence supporting approval of the New Developer's Amended Application.

Accordingly, the City Council concludes that Ms. Traina failed to prove, by competent substantial evidence, the validity of her objections to the Notice of Intent.

THEREFORE, it is ORDERED AND ADJUDGED that the subject Development Order be issued, and that the Order of the Planning Board affirming the decision of the City Staff is itself affirmed.

DONE this ____ day of March 2015.

__________________________
Gayle F. Oberst, Mayor

ATTEST:

__________________________
Holly J. White, City Clerk
REGULAR AGENDA
ITEM #1,

BOYS & GIRLS CLUB AWARD
CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Melody Nguyen

HAS GIVEN EXCEPTIONAL SERVICE

TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH

For the responsibility assumed, for the unselfish service rendered her community and its citizens in discharging the duties of good citizenship, this token of CIVIC ACHIEVEMENT is hereby awarded.

Presented this 12th of March, 2015

Mayor Gayle F. Oberst
REGULAR AGENDA
ITEM #2,

NATL BOYS & GIRLS
CLUB WEEK
PROCLAMATION
Proclamation

A PROCLAMATION DECLARING
MARCH 22 THROUGH MARCH 28, 2015 AS
“NATIONAL BOYS AND GIRLS CLUB WEEK”
IN PANAMA CITY BEACH

WHEREAS, in 1906, the Boys and Girls Clubs of America were created and ultimately gave birth to a national movement whose Clubs in all 50 states have served millions of young people; and

WHEREAS, the City of Panama City Beach is proud to support the vital work of the Boys and Girls Club for the youth of our community; and

WHEREAS, Boys and Girls Clubs provide young people the connections they need to succeed, as well as professional youth services to help them cope with a wide range of social and financial hardships; and

WHEREAS, Boys and Girls Clubs also ensure that our young people keep off the streets by offering them a safe and supportive place to go and providing them with quality programs; and

WHEREAS, Boys and Girls Clubs are dedicated to developing within our young people a sense of belonging, leadership, self-esteem and responsibility through its programs including citizenship, leadership, physical education; and

WHEREAS, Boys and Girls Clubs are a vital force in the development of our youth through its many programs and these boys and girls will go on to become responsible citizens and leaders in their homes and communities;

NOW, THEREFORE, I, Gayle F. Oberst, by virtue of the authority vested in me as Mayor of the City of Panama City Beach, do hereby proclaim the week of March 22 through March 28, 2015 as

“NATIONAL BOYS AND GIRLS CLUB WEEK”

in Panama City Beach and call upon all citizens to commend the Boys and Girls Club for providing comprehensive, effective services to the young people of our community.

IN WITNESS WHEREOF, I have hereunto set my Hand and caused the Official Seal of Our Great City to be affixed this March Twelfth, in the Year of Our Lord Two Thousand Fifteen.

City of Panama City Beach

Gayle F. Oberst, Mayor

ATTEST:

Holly J. White, City Clerk

AGENDA ITEM #
REGULAR AGENDA

ITEM #3,

GIRL SCOUT WEEK

PROCLAMATION
~Proclamation~

A PROCLAMATION DESIGNATING THE
WEEK OF
MARCH 8-14, 2015 AS
"GIRL SCOUT WEEK"
IN PANAMA CITY BEACH

WHEREAS, March 12, 2015, marks the 103rd anniversary of Girl Scouts of the USA, founded by Juliette Gordon Low in 1912 in Savannah, Georgia, and throughout its distinguished history, Girl Scouting has inspired millions of girls and women with the highest ideals of courage, confidence and character; and

WHEREAS, through the dedication, time, and talent of the volunteers of different backgrounds, abilities, and areas of expertise, the Girl Scout organization thrives for girls in so many settings; and

WHEREAS, through the Girl Scout leadership experience, girls develop the skills and lessons that will serve them a lifetime so that they may contribute to their communities; and

WHEREAS, Girl Scouting is continuing the legacy of creating gender-balanced leadership in the nation and the world in its second century of service to girls, by providing them with the tools to become leaders dedicated to making this country and world a better place; and

WHEREAS, the Girl Scouts continue to develop empowerment programs for girls K-12 to guarantee another future generation of independent female leaders;

NOW, THEREFORE, I, Gayle F. Oberst, by virtue of the authority vested in me as Mayor of the City of Panama City Beach, do hereby applaud the commitment Girl Scouts have made to support the leadership development of America's girls and proudly proclaim the 103rd anniversary of the Girl Scouts during the week of March 8-14, 2015 as

"GIRL SCOUT WEEK"

in Panama City Beach and invite residents of this community to celebrate the organization's timeless values of character, leadership and confidence in the ways that have a real impact on their communities.

IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Official Seal of our Great City to be affixed this Twelfth of March, in the Year of our Lord Two Thousand Fifteen.

City of Panama City Beach

Gayle F. Oberst, Mayor

AGENDA ITEM # 2

ATTEST:

Holly J. White, City Clerk
REGULAR AGENDA
ITEM #4,

ORDINANCE 1340
AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE; CLARIFYING THE SITE DESIGN AND DEVELOPMENT STANDARDS APPLICABLE TO LOTS IN EXISTING RESIDENTIAL SUBDIVISIONS LYING WITHIN THE FRONT BEACH ROAD OVERLAY DISTRICT; CLARIFYING THE APPLICABLE SETBACKS FOR A RESIDENTIAL PLATTED LOT WITHIN THE FRONT BEACH OVERLAY DISTRICT, AND PROVIDING FOR MODIFICATION OF SUCH SETBACKS NECESSARY TO ACCOMMODATE A PORTE COCHERE; INCREASING THE SIDE SETBACKS IN FBO-3 AND FBO-4 FOR PORTIONS OF BUILDINGS EXCEEDING 120’ OR TEN STORIES; CLARIFYING THE BUILDING HEIGHT STANDARDS BY CONSISTENT USE OF THE TERM “STORY” THROUGHOUT SECTION 7.02.03 AND PROVIDING A DEFINITION OF “GROUND STORY OR FLOOR”; AMENDING THE TERMS “STORY” AND “BUILDING HEIGHT”; CORRECTING INTERNAL CITATIONS WITHIN SECTION 7.02.07 RELATING TO THE BREAKFAST POINT OVERLAY DISTRICT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

INCREASING THE SIDE SETBACKS IN FBO-3 AND FBO-4 FOR PORTIONS OF BUILDINGS EXCEEDING 120’ OR TEN STORIES

WHEREAS, the City desires to clarify and coordinate the applicable site design and development standards applicable to lots in existing residential subdivisions lying within the Front Beach Road Overlay District in order to align those specific design and development standards with the purpose and intent of the Front Beach Overlay Districts.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance, Section 1.0702 of the Land Development Code of the City of Panama City Beach related to Definitions is amended to read as follows (new text **bold and underlined**, deleted text **struckthrough**):

Chapter 1. General Provisions.
1.07.00 ACRONYMS and DEFINITIONS
1.07.02 Definitions.
...

*Building Height* – The vertical distance between the highest *point of the ceiling of the highest habitable Story* and the highest crown *(highest point in the vehicular area of the right of way)* of a road abutting the property as provided in section 1.02.01D.

...
Ground Cover – Plants, other than turf grass, normally reaching an average maximum height of not more than twenty-four (24) inches at maturity.

Ground Story or Ground Floor—The Story having its floor level closest to grade at the entry of the building shall be considered the Ground Story or Ground Floor.

Group Home Facility – A Licensed Facility that provides a family living environment including supervision and care necessary to meet the physical, emotional, and social needs of its residents. The capacity of such a facility shall be at least 4 but not more than 15 residents.

... Story – A measure of height based on the number of habitable floors stacked vertically. For purposes of this LDC, a story includes the area between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling next above it.

SECTION 2. From and after the effective date of this ordinance, Section 4.02.02 of the Land Development Code of the City of Panama City Beach related to Dimension Standards for Zoning Districts, is amended to read as follows (new text bold and underlined, deleted text struck through):

Chapter 4. Site Design and Development Standards
4.02.00 SITE DESIGN STANDARDS
4.02.02 Dimensional Standards for Zoning Districts

A. Minimum Residential Area

1. The minimum living space as defined in the building code of a Single Family Dwelling shall be not less than 750 square feet or the FHA minimum, whichever is greater.

2. The minimum living space as defined in the building code of a Multi-family Dwelling shall be not less than 450 square feet or the FHA minimum, whichever is greater.

B. Minimum Non-residential Area

The minimum commercial floor area for a non-residential Building or structure shall be not less than 7.50 square feet.

C. Setback Requirements

The Setback of a given zoning district shall be increased for applicable Lots pursuant to section 4.04.02 (Visibility at Intersections).

D. Building Height, Setback and Coverage Requirements

1. Building location is determined by the Setback standards from the property line on the front, sides and rear of the property. Table 4.04.02A sets forth the Setback requirements, along with the maximum Building Height for each zoning district. These provisions are modified for FBO districts pursuant to Section 7.02.03.

2. Every part of the required Setback area shall be open from its lowest point to the sky, unobstructed except for the customary projection of sills, belts, courses, Cornices, ornamental features, and Eaves that do not extend more than three (3) feet into the setback area; approved Accessory Buildings;
and fencing. Open or enclosed fire escapes, outside stairways, balconies, chimneys, flues, generators or other projections shall not extend into any required Setback area, except that uncovered steps may project not more than three (3) feet into any required Setback area. Air conditioner/heat pumps shall be located the lesser of the Setback for the principal Building or five (5) feet from the property line. Underground improvements are not subject to Setback requirements.

3. **Building Height** shall be measured from the highest point of the crown (highest point in the vehicular area of the right of way) of an abutting street to the highest point of the ceiling in the highest habitable Story floor.

4. **Roof** pitches greater than 12:12 (twelve feet of rise for twelve horizontal feet), height are prohibited.

5. Nothing shall extend above the ridgeline except chimneys, cupolas, steeples, parapets, antennas, mechanical equipment and elevator equipment. Within the AR zoning district, height limitations shall not apply to silos.

6. Within commercial districts, there shall be no projection of sills, belts, courses ornamental features or Eaves over any public right-of-way.

7. Within the portions of the Residential subdivisions listed below that are located outside an FBO district, and in Blocks B-F and H-M of the Bid-A-Wee Subdivision, no permit shall be issued for a three (3) Story dwelling or a dwelling exceeding twenty (20) feet in Building Height until at least thirty (30) percent of the lots in the subdivision have been developed with two (2) story dwellings. This provision does not apply to the portions of the following subdivisions located within an FBO district:

<table>
<thead>
<tr>
<th>Miramar Beach Area - All R-1C zoned areas in the following subdivisions:</th>
<th>Colony Club Area - All property zoned as R-1A in the following subdivisions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Miramar Heights Subdivision</td>
<td>• Greens West</td>
</tr>
<tr>
<td>• Wells Gulf Beach Estates</td>
<td>• Bay West Estates Unit 1</td>
</tr>
<tr>
<td>• Miramar Beach 1st Addition</td>
<td>• Colony Club Subdivision Phase 1</td>
</tr>
<tr>
<td>Palmetto Trace - All phases.</td>
<td>• Trieste Phase 2</td>
</tr>
<tr>
<td>Summerwood - All phases.</td>
<td>• North Colony Club Estates Phase 1</td>
</tr>
<tr>
<td>Summerbreeze Subdivision - All phases</td>
<td>• Trieste</td>
</tr>
<tr>
<td>Gulf Highlands, Unit 2 - All R-1B zoned areas.</td>
<td>• Colony Club Harbour Phases 1, 2, and 3</td>
</tr>
<tr>
<td>Open Sands - All R-1C zoned areas including the Pura Vida unrecorded subdivision.</td>
<td>• All unrecorded lots in the Colony Club area.</td>
</tr>
<tr>
<td>Gulf Highlands Subdivision - All R-1B or R-1C zoned areas.</td>
<td>The Glades Area - All property zoned as R-1B or R-O in the following subdivisions:</td>
</tr>
<tr>
<td></td>
<td>• The Glades and The Glades Phase II</td>
</tr>
<tr>
<td></td>
<td>• Tierra Verde and Tierra Verde Phase II</td>
</tr>
<tr>
<td></td>
<td>• Glades unrecorded addition</td>
</tr>
<tr>
<td>Bld-A-Wee Beach Area - All property zoned as R-1C or R-O in the following subdivisions:</td>
<td>Seclusion Beach</td>
</tr>
<tr>
<td></td>
<td>North Bid-A-Wee 1st Addition</td>
</tr>
<tr>
<td></td>
<td>North Bid-A-Wee Beach</td>
</tr>
</tbody>
</table>
El Centro Beach Area - All R-1C zoned areas in the following subdivisions:
- El Centro Beach
- Diamond Head Section of Lakeside By The Gulf
- Crown Point Section of Lakeside By The Gulf
- Reflections
- Bid-A-Wee Beach 1st Addition
- Bahama Beach and Bahama Beach 1st Addition
- Daugette Addition to Bahama Beach
- Fernwood Park
- Gardenia Beach
- Hearn's Addition to Bahama Beach
- Hutchinson's 1st Addition and 2nd Addition
- Leary's 2nd Addition

SECTION 3. From and after the effective date of this ordinance, Section 4.05.03(K) of the Land Development Code of the City of Panama City Beach related to Parking Design, Location and Access Requirements, is amended to read as follows (new text bold and underlined, deleted text struckthrough):

Chapter 4. Site Design and Development Standards

4.05.00 OFF-STREET PARKING AND LOADING
4.05.03 Parking Design, Location and Access Requirements

---

K. Parking Garage Exterior and Interior Walls
The exterior and interior walls of a Parking Garages located outside a FBO district shall meet the following standards:

1. At least fifty (50) percent of the clear height between Stories floors shall be open to the atmosphere for the full length of all exterior walls, excluding required stair and elevator walls and structural columns.

2. Wherever an exterior wall is open to the atmosphere, there shall be a continuous bumper or knee wall of Solid Faced construction extending from the floor to a height of not less than forty-two (42) inches.

3. An exterior wall may be closed wherever it abuts or is in common with another structure.

4. Interior wall lines and column lines shall be at least twenty (20) percent open and uniformly distributed.

5. Nothing herein shall supersede the loading and other safety design criteria specified by applicable building construction codes for all interior and exterior walls of a Parking Garage.

6. The color, texture and design of all facings of a parking garage and any required pedestrian crossover must be consistent with the principal structure which the parking garage is intended to serve. Building wall articulation or architectural relief shall include one or more of the
following: pilasters, vertical piers, vertical landscaping, columns, colonnades, windows, awnings or shutters.

SECTION 4. From and after the effective date of this ordinance, Section 7.02.03(F) of the Land Development Code of the City of Panama City Beach related to Building Fronts and Setbacks in the Front Beach Overlay District, is amended to read as follows (new text bold and underlined, deleted text struck through):

Chapter 7. Special Overlay Districts
7.02.00 ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS
7.02.03 Front Beach Road Overlay Districts
F. Building Fronts and Setbacks

F. Building Fronts and Setbacks

1. Setback in Certain Areas. For Lots in subdivisions platted prior to January 1, 2015, that are located in R-1 or R-2 districts on the north side of Front Beach Road, the setbacks of the underlying zoning district shall apply to all Development and Redevelopment. The setbacks for underlying zoning districts also shall apply to all Development and Redevelopment of a Parcel lying in whole or in part along Panama City Beach Parkway.

†: 2. Building Front Types Defined. Table 7.02.03.A defines the Building front types permitted in FBO districts. All applications for Development within an FBO district shall assign each Building a specific Building front type and each Building shall be designed in accordance with the standards that apply to that Building front type, as established in this section. In addition to the building fronts established in this section, section 7.02.03L establishes standards allowing the establishment of buildings with porte cochere fronts in the FBO-4 district,

<table>
<thead>
<tr>
<th>Group</th>
<th>Definition</th>
<th>Illustration</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Storefront. A storefront is a Building front with the façade at or near the back of the sidewalk with the Building entrance at sidewalk grade. This Building front is conventional for retail, office, accommodations and mixed Use Buildings. It has substantial Glazing on the sidewalk level and an awning that may overlap the sidewalk. Allowed in the FBO-2, FBO-3 and FBO-4 districts.</td>
<td>![Illustration of a storefront]</td>
</tr>
<tr>
<td>Group</td>
<td>Definition</td>
<td>Illustration</td>
</tr>
<tr>
<td>-------</td>
<td>------------</td>
<td>--------------</td>
</tr>
</tbody>
</table>
| A     | **Gallery.** A gallery is a *Building* front with an attached cantilevered balcony or a lightweight colonnade overlapping the portion of a sidewalk located outside the public right-of-way. This *Building* front is conventional for retail, office, accommodations and mixed *Use* *Buildings*.  
  Allowed in the FBO-2, FBO-3 and FBO-4 districts. | ![Illustration of Gallery] |
| A     | **Arcade.** An arcade is a *Building* front where the façade is a colonnade that overlaps the portion of the sidewalk located outside the public right-of-way. This *Building* front is conventional for retail, with other *Uses* in the occupied space above the colonnade.  
  Allowed in the FBO-2, FBO-3 and FBO-4 districts. | ![Illustration of Arcade] |
| A     | **Doorway.** A doorway is a *Building* front with the façade aligned with the back of the sidewalk and the entry door flush with the façade or recessed into the façade. This type is similar to storefront *Frontages*, except that they are primarily used for *Residential* entries.  
  Allowed in the FBO-2, FBO-3 and FBO-4 districts. | ![Illustration of Doorway] |
<table>
<thead>
<tr>
<th>Group</th>
<th>Definition</th>
<th>Illustration</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td><strong>Dooryard.</strong> A dooryard is a Building front with the façade set back from the Frontage line behind an at-grade courtyard. This type buffers Residential and accommodations Uses from sidewalks and removes the private Yard from public encroachment. The dooryard is suitable for conversion for outdoor dining. Allowed in the FBO-1, FBO-2, FBO-3 and FBO-4 districts.</td>
<td>![Dooryard Illustration]</td>
</tr>
<tr>
<td>B</td>
<td><strong>Terrace/Light Court.</strong> A terrace/light court is a Building front with the façade set back from the Frontage line by an elevated terrace or light court. The court can potentially Access an additional unit or commercial space below Street grade. This type removes the private Yard from public encroachment. The terrace or light court may be suitable for conversion for outdoor dining. Allowed in the FBO-1, FBO-2, FBO-3 and FBO-4 districts.</td>
<td>![Terrace/Light Court Illustration]</td>
</tr>
<tr>
<td>C</td>
<td><strong>Stoop.</strong> A stoop is a Building front with the Facade near the sidewalk and the front entry stairs connect to the sidewalk. The Ground Story first-floor is elevated to provide privacy for Residential Uses. The stoop Frontage is primarily for Residential Uses in short Setback situations. Allowed in the FBO-2, FBO-3 and FBO-4 districts.</td>
<td>![Stoop Illustration]</td>
</tr>
<tr>
<td>Group</td>
<td>Definition</td>
<td>Illustration</td>
</tr>
<tr>
<td>-------</td>
<td>------------</td>
<td>--------------</td>
</tr>
<tr>
<td>C</td>
<td><strong>Forecourt</strong>. A forecourt is a <em>Building</em> front with a portion of the façade close to the <em>Frontage</em> line and the central portion is set back. The forecourt created may be suitable for vehicular <em>Drop-Offs</em>. This type should be interspersed with other <em>Frontage</em> types. Forecourts are appropriate locations for large shade trees. This <em>Building</em> front is used for <em>Residential</em> and non-residential uses. Allowed in the FBO-2, FBO-3 and FBO-4 districts.</td>
<td>![Illustration of a forecourt]</td>
</tr>
<tr>
<td>C</td>
<td><strong>Lawn</strong>. A lawn is a <em>Building</em> front with the façade is set back from the front <em>Lot Line</em>. Attached porches may be permitted to encroach into front <em>Yards</em> and an open fence at the <em>Frontage</em> line is optional. This <em>Building</em> front is used for <em>Residential</em> and non-residential uses. Allowed in the FBO-1 district.</td>
<td>![Illustration of a lawn]</td>
</tr>
<tr>
<td>C</td>
<td><strong>Common Lawn</strong>. A common lawn is a <em>Building</em> front with a group of <em>Buildings</em> sharing a common lawn that opens to the <em>Street</em>. This <em>Building</em> front is used for <em>Residential</em> and non-residential uses. Allowed in the FBO-1 district.</td>
<td>![Illustration of a common lawn]</td>
</tr>
</tbody>
</table>

**2.3 Allowed Frontage Types.** *Building* front types are only allowed in the FBO where an “A” is shown in Table 7.02.03.8 for the corresponding *Building* front and FBO district. An applicant may select any *Building* front type that is allowed in the applicable zoning district. Table 7.02.03.8 assigns each of the *Building* front types to a group. *Setback* standards for each of the groups of *Building* front types are listed in the following paragraphs 3, 4 and 5.
Table 7.02.03.B: Allowed Building Fronts by Overlay District

<table>
<thead>
<tr>
<th>Groups</th>
<th>Districts</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Storefront</td>
<td>Gallery</td>
<td>Arcade</td>
<td>Doorway</td>
</tr>
<tr>
<td>FBO-1</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td>FBO-2</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td>FBO-3</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td>FBO-4</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
</tbody>
</table>

*Steps shall be allowed where necessary to comply with FEMA standards.

3.4. Group "A" Building Front Standards.

a. Building Setbacks for Building Fronts listed under Group A in Table 7.02.03.B shall comply with the Setback requirements established in Table 7.02.03.C.

b. Setbacks for stories one through four (1-4) are the minimum or maximum Setbacks in feet for the applicable side of the Building for each of the first four Stories floors. Setbacks for stories five and above (5+) are the minimum Setbacks in feet for Stories floors above the fourth Story floor.

c. On the south side of Front Beach Road and South Thomas Drive, the minimum side Setbacks apply to all portions of the Building for the first four (4) stories and the side Setbacks for the portions of Buildings taller than four (4) stories apply only to the portions of the Buildings that are above the fourth Story.

d. For purposes of the FBO district regulations, the primary Street shall be Front Beach Road, South Thomas Drive or Arnold Road. Where a structure does not abut one of these Streets, the primary Street shall be the Street with the highest order functional classification.

e. Setbacks for underlying zoning districts shall apply to Parcels lying along Panama City Beach Parkway.

(f) (e) Setbacks for yards facing Parcels within an FBO district that abut parcels in an R-1 district that is not within an FBO district shall comply with the Setback requirement for the underlying district unless the FBO district requires a greater Setback.
Table 7.02.03.C: Group A Setbacks

Notes:
A – Front Setback
C – Interior Lot Side Setback
E – Interior Lot Rear Setback
B – Exterior Lot Side Setback
D – Exterior Lot Rear Setback
<table>
<thead>
<tr>
<th>Dimension</th>
<th>Setback</th>
<th>FBO-1</th>
<th>FBO-2</th>
<th>FBO-3</th>
<th>FBO-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Front Setback (feet)</td>
<td>Stories 1 – 4</td>
<td>Minimum and Maximum: the greater of 47 from CL or 5 from PL</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 5 +</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Exterior Lot Side Setback (feet)</td>
<td>Stories 1 – 4</td>
<td>5 maximum</td>
<td>5 maximum</td>
<td>5 maximum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 5 +</td>
<td>20 minimum</td>
<td>20 minimum</td>
<td>20 minimum</td>
</tr>
<tr>
<td>C</td>
<td>Interior Lot Side Setback (feet)</td>
<td>Stories 1 – 3</td>
<td>0 minimum</td>
<td>0 minimum</td>
<td>10 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 1-3 South of Front Beach or South Thomas</td>
<td>10 minimum</td>
<td>NA</td>
<td>10 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Story 4</td>
<td>0 minimum</td>
<td>0 minimum</td>
<td>10 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Story 4 South of Front Beach or South Thomas</td>
<td>15 minimum</td>
<td>NA</td>
<td>15 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 5 +</td>
<td>10 minimum</td>
<td>10 minimum</td>
<td>20 minimum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stories 5 + South of Front Beach or South Thomas</td>
<td>20 minimum</td>
<td>NA</td>
<td>20 minimum</td>
</tr>
<tr>
<td>D</td>
<td>Rear Setback (feet)</td>
<td>All stories –</td>
<td>FDEP or 25 min. if no FDEP</td>
<td>25 minimum</td>
<td>FDEP or 25 min. if no FDEP line is established</td>
</tr>
</tbody>
</table>

Notes:

1: At least 80% of the Building Facade shall be located at the Front Setback line for storefront, arcade, gallery & doorway, except as authorized for a porte cochere (see section 7.02.03L).

2: For Buildings located on Corner Lots, at least the first 30 feet of the Building façade closest to the corner, shall be located at the Setback line. Lobby Building Front Type is exempt from this standard.

4: CL = centerline of Front Beach Road; PL = Property line

5: All Setbacks are measured from the Property line (or CL) to the Building Facade.

6: Refer to section 7.02.03G for Front Yard standards for areas between the Building façade and the front property line.

7: NA – not applicable
4.5. Group “B” Building Front Standards.

a. Building Setbacks for Building Fronts listed under Group B in Table 7.02.03.B shall comply with the setback requirements established in Table 7.02.03.D.

b. Setbacks for stories one through four (1-4) are the minimum or maximum Setbacks in feet for the applicable side of the Building for each of the first four (4) Stories floors. Setbacks for stories five (5) and above are the minimum Setbacks in feet for Stories floors above the fourth Story floor.

c. On the south side of Front Beach Road and South Thomas Drive, the minimum side Setbacks apply to all portions of the Building for the first four (4) stories and the side Setbacks for the portions of Buildings taller than four (4) stories apply only to the portions of the Buildings that are above the fourth Story.

d. For purposes of the FBO district regulations, the primary Street shall be Front Beach Road, South Thomas Drive or Arnold Road. Where a structure does not abut one of these Streets, the primary Street shall be the Street with the highest order functional classification.

e. Setbacks for underlying zoning districts shall apply to Parcels lying along Panama City Beach Parkway.

(f) Setbacks for yards facing Parcels within an FBO district that abut parcels in an R-1 district that is not within an FBO district shall comply with the Setback requirement for the underlying district unless the FBO district requires a greater Setback.
<table>
<thead>
<tr>
<th>Dimension</th>
<th>Setback</th>
<th>FBO-1</th>
<th>FBO-2</th>
<th>FBO-3</th>
<th>FBO-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Front Setback Along Front Beach Road, South Thomas Drive or Arnold Road (feet)</td>
<td>Stories 1 - 4 min: the greater of 52 from CL; 8 from PL; max: the greater of 72 from CL; or 30 from PL</td>
<td>Minimum: the greater of 50 from CL or 8 from the PL; maximum: the greater of 62 from CL or 20 from the PL</td>
<td>Minimum: the greater of 50 from CL or 8 from the PL; maximum: the greater of 62 from CL or 20 from the PL</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Front Setback Along Other Streets (feet)</td>
<td>Stories 1 - 4 10 minimum 30 maximum</td>
<td>8 minimum 20 maximum</td>
<td>8 minimum 20 maximum</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Exterior Lot Side Setback (feet)</td>
<td>Stories 1 - 4 5 minimum</td>
<td>5 maximum</td>
<td>5 maximum</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Interior Lot Side Setback (feet)</td>
<td>Story 1 0 minimum</td>
<td>0 minimum</td>
<td>0 maximum</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Story 2 5 minimum</td>
<td>0 minimum</td>
<td>0 minimum</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Story 3 10 minimum</td>
<td>0 minimum</td>
<td>0 minimum</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Story 4 10 minimum</td>
<td>0 minimum</td>
<td>0 minimum</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Story 5+ 15 minimum</td>
<td>15 minimum</td>
<td>15 minimum</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Rear Setback (feet)</td>
<td>All Stories 5 minimum</td>
<td>FDEP or 20 min. if no FDEP</td>
<td>20 min.</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
1. At least 80% of the Building Facade shall be located at the front Setback line, except as authorized for a porte cochere (see section 7.02.03L).
2. For Buildings located on Corner Lots, at least the first 30 feet of the Building Facade, as measured from the front Building corner, shall be located at the Setback line.
3. CL = centerline of Front Beach Road; PL = Property line
4. All Setbacks are measured from the Property line (or CL) to the Building Facade.
5. NA = Not Applicable
6. Refer to section 1.02.01G for Front Yard standards for portions of the Building Setback from the property line.

5. Group "C" Building Front Standards.
   a. Building Setbacks for Building Fronts listed under Group C in Table 7.02.03.B shall comply with the setback requirements established in Table 7.02.03.E.
   b. Setbacks for stories one through four (1-4) are the minimum or maximum Setbacks in feet for the applicable side of the Building for each of the first four Stories Floors. Setbacks for stories...
five and above (5+) are the minimum Setbacks in feet for Stories floors above the fourth Story floor.

c. On the south side of Front Beach Road and South Thomas Drive, the minimum side Setbacks apply to all portions of the Building for the first four (4) stories and the side Setbacks for the portions of Buildings taller than four (4) stories apply only to the portions of the Buildings that are above the fourth Story.

d. For purposes of the Front Beach Overlay district regulations, the primary Street shall be Front Beach Road, South Thomas Drive or Arnold Road. Where a structure does not abut one of these Streets, the primary Street shall be the Street with the highest order functional classification.

e. Setbacks for underlying zoning districts shall apply to Parcels lying along Panama City Beach Parkway.

(f) (e) Setbacks for yards facing Parcels within an FBO district that abut parcels in an R-1 district that is not within an FBO district shall comply with the Setback requirement for the underlying district unless the FBO district requires a greater Setback.

Table 7.02.03.E: Group C Setbacks

<table>
<thead>
<tr>
<th>Notes:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A – Front Setback</td>
<td>B – Exterior Lot Side Setback</td>
</tr>
<tr>
<td>C – Interior Lot Side Setback</td>
<td>D – Exterior Lot Rear Setback</td>
</tr>
<tr>
<td>E – Interior Lot Rear Setback</td>
<td></td>
</tr>
<tr>
<td>Dimension</td>
<td>Setback</td>
</tr>
<tr>
<td>-----------</td>
<td>---------</td>
</tr>
<tr>
<td>A</td>
<td>Front Setback Along Front Beach Road (feet)</td>
</tr>
<tr>
<td></td>
<td>Stories 5 +</td>
</tr>
<tr>
<td>B</td>
<td>Front Setback Along Other Streets (feet)</td>
</tr>
<tr>
<td></td>
<td>Stories 5 +</td>
</tr>
<tr>
<td>B</td>
<td>Exterior Lot Side Setback (feet)</td>
</tr>
<tr>
<td></td>
<td>Stories 5 +</td>
</tr>
<tr>
<td>C</td>
<td>Interior Lot Side Setback (feet)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Story 3</td>
</tr>
<tr>
<td></td>
<td>3 Story building south of Front Beach or South Thomas</td>
</tr>
<tr>
<td></td>
<td>Story 4</td>
</tr>
<tr>
<td></td>
<td>4 Story building south of Front Beach or South Thomas</td>
</tr>
<tr>
<td></td>
<td>Stories 5 +</td>
</tr>
<tr>
<td></td>
<td>Stories 5 + South of Front Beach or South Thomas</td>
</tr>
<tr>
<td>D</td>
<td>Rear Setback (feet)</td>
</tr>
</tbody>
</table>

Notes:
1. At least 80% of the Building Facade shall be located at the front Setback line, except as authorized for a porte cochere (see section 7.02.03I).  
2. At least 50% of the Building Facade shall be located at the front Setback line for the Forecourt, Lawn and Common Lawn.  
3. CL = centerline of Front Beach Road; PL = Property line  
4. All Setbacks are measured from the Property line (or CL) to the Building Facade.  
5. Refer to section 7.02.03G for Front Yard standards for portions of the Building Setback from the property line.  
6. NA = not applicable

SECTION 5. From and after the effective date of this ordinance, Section 7.02.03(G) of the Land Development Code of the City of Panama City Beach related to Front Yards Along Front Beach Road, Arnold Road and South Thomas Drive in the Front Beach.
Overlay District, is amended to read as follows (new text **bold and underlined**, deleted text struckthrough):

**Chapter 7. Special Overlay Districts**

**7.02.00** ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS

**7.02.03** Front Beach Road Overlay Districts

**G.** Front Yards Along Front Beach Road, Arnold Road and South Thomas Drive

**G.** Front Yards Along Front Beach Road, Arnold Road and South Thomas Drive.

1. **Purpose.** *Except where a porte cochere type Drop-Off is established pursuant to section 7.02.03.L.* Regardless of the maximum Setback requirements, an applicant may establish a **single** Front Yard no wider at any point than twenty percent (20%) of the width of the front of the Building that establishes the rear line of the Front Yard, provided that the applicant can demonstrate that such a Front Yard will accomplish each and every of the following things and that all of the requirements of this Section 7.02.03.G will be met, for a portion of any Building front type subject to compliance with the provisions of this Section 7.02.03.G. Applicants are encouraged to provide Front Yards that include widened sidewalks, galleries, arcades, courtyards and other places for customers and the public to gather, provided that the Front Yards:

   a. Improve the visual quality and character of the Street;

   b. Promote pedestrian traffic and the use of public transit;

   c. Are readily accessible and ADA/State of Florida compliant if used for Tourist Accommodations or non-residential purposes;

   d. Enhance access between outdoor and indoor spaces; and

   e. Enhance public safety and security, while promoting more effective use of the public realm.

2. **Types of Front Yard Improvements and Locations.**

   a. **Applicants are encouraged to provide Front Yards that include widened sidewalks, galleries, arcades, courtyards and other places for customers and the public to gather,**

   b. Where provided, Front Yards shall include the minimum combination of the items listed in Table 7.02.03.F as set forth in Table 7.02.03.G, provided that the item is specifically allowed in the applicable portion of the Setback area, as indicated by the letter “A” in the exhibit. If not allowed, the item is prohibited. Table 7.02.03.F also establishes the group letter applicable to Front Yard items that corresponds with the group letters in Table 7.02.03.G. Table 7.02.03.G establishes the number and **general location** of authorized items that must be established within each Front Yard. Front Yards also may be used for Building Access improvements and Driveways in accordance with section 7.02.03.L. In addition to the items listed below, the City may approve the installation of decorative bike racks, planter pots and pedestrian furniture.
### Table 7.02.03.F: Items Authorized in Front Yards

<table>
<thead>
<tr>
<th>Group #</th>
<th>Front Yard Items</th>
<th>Location</th>
<th>Distance from Back of Sidewalk (in feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>d ≤ 5</td>
</tr>
<tr>
<td>1</td>
<td>Patio Paving/Hardscape</td>
<td>Behind the back edge of the</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Groundcover</td>
<td>sidewalk</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lawn</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Hedge</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clustered Ornamentals. Flowering trees, palms</td>
<td>Along Building Facade</td>
<td>A</td>
</tr>
<tr>
<td>2</td>
<td>Planting Beds: Shrubs, seasonal plantings</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Palms planted on 25 feet centers</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td>3</td>
<td>Trees planted on 50 feet centers</td>
<td>A at the front property line</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>Decorative Fesce 42 inch maximum height (see</td>
<td>or along the back edge of a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Section 1.02.01.G.3.d)</td>
<td>sidewalk outside of the right-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Masonry Wall with Hedge</td>
<td>of-way</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Masonry Wall with clustered ornamentals or</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>groundcover</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:
1: d = distance measured in feet
2: A = allowed item
3: <= is less than
4: <= is less than or equal to
5: >= is greater than or equal to

### Table 7.02.03.G: Minimum Number of Items Required in Front Yards

<table>
<thead>
<tr>
<th>Distance from Back of Sidewalk (feet)</th>
<th>Group 1</th>
<th>Group 2</th>
<th>Group 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>d ≤ 5</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5 ≤ d &lt; 15</td>
<td>0</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>15 ≤ d &lt; 25</td>
<td>0</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>d ≥ 25</td>
<td>0</td>
<td>3</td>
<td>1</td>
</tr>
</tbody>
</table>

Notes:
1: d = distance measured in feet
2: <= is less than
3: <= is less than or equal to
4: >= is greater than or equal to

3. **Design Standards.** To achieve the purposes of this section, *Front Yards* shall be designed so that they are visible, avoid clutter, incorporate high quality, durable materials that are comparable in quality and complementary in design to public improvements provided or planned for the Front Beach Road corridor. In addition to complying with other district requirements, *Front Yards* and *Facades* shall meet the following design standards:
a. Flooring and surfaces shall be constructed of durable, non-slip materials that complement sidewalk paving. Changes in colors shall be used to highlight steps.

b. The shape and design (including landscaping) of the space shall provide visibility of the entire space from the sidewalk.

c. Lighting shall be adequate to illuminate the entire space, but lighting sources shall be hooded or directed so that they are not visible to pedestrians on the sidewalk.

d. Except as provided in this paragraph, fencing is prohibited. Front Yards may be enclosed by decorative walls, posts with decorative ropes or chains or other decorative enclosures approved by the City Manager, provided that the enclosure is not taller than thirty (30) inches. Decorative Fencing that is not higher than forty-two (42) inches may be authorized pursuant to a conditional Use permit to enclose commercial Use of Front Yards.

e. At least fifty (50) percent of the wall surface between two (2) and seven (7) feet above the Average Grade of the Front Yard shall be glazed and shall have a minimum transparency of seventy (70) percent.

f. Other than furniture for dining areas and outdoor displays subject to conditional Use approval, Front Yard improvements shall be limited to seating, decorative waste receptacles, fountains, water features and landscaping.

4. Maintenance. The ultimate owner of the Front Yard shall be responsible for raising all monies required for operations, maintenance or physical improvements in the Front Yard through annual dues, special assessments or other arrangements approved by the City. A copy of binding covenants or other arrangement providing for ongoing maintenance shall be recorded and a copy shall be provided to the City. In the event that the association or any successor organization shall fail to maintain the Front Yard in reasonable order and condition in accordance with the Development plan, the City may serve written notice upon the owner of record, setting forth the manner in which the owner of record has failed to maintain the Front Yard in reasonable condition. Failure to adequately maintain Front Yards in reasonable order and condition constitutes a violation of this section. The City is hereby authorized to give notice to the owner or occupant, as the case may be, of any violation, directing the owner to remedy the same within twenty (20) days. If a homeowner's association assumes ownership, its by-laws shall provide as follows:

a. The homeowners' association shall be authorized under its bylaws to place liens on the property of residents who fail delinquent in payment of such dues or assessments.

b. Should any bill or bills for maintenance of Front Yards by the City be unpaid by November 1 of each year, a late fee of fifteen percent (15%) shall be added to such bills and a lien shall be filed against the Premises in the same manner as other municipal claims.

c. Commercial Use of Front Yards. All or a portion of privately owned Front Yards may be used for dining areas or other commercial activities, subject to approval of a Conditional Use as provided in section 5.06.07.

...
For Reference purposes only:

Section 7.02.03.1 Drop-Offs.

Driveways and Drop-offs not associated with a long-term parking area shall comply with the following standards and may use any of the applicable designs shown in Figure 7.02.03.P:

5. All Drop-offs shall be limited to one-way traffic.

6. While Drop-offs may be separated by a distance of twenty (20) feet or more, the combined width of internal drop internal Drop-Off openings may not exceed twenty (20) percent of Building width. Internal Drop-Off areas are defined as being covered by additional Story(s) of the Building.

7. Service bays are not allowed on the front of Buildings facing Front Beach Road, South Thomas Drive or Arnold Road. They may be internal to the Building.

Figure 7.02.03.P: Drives and Drop-Off Design Alternatives

8. Covered Drop-Off areas or portes cochere may be established in the FBO-4 district in accordance with this paragraph and Figure 7.02.03.Q:

a. The minimum parcel width shall be one hundred fifty (150) feet;

b. The maximum distance between the centerlines of Driveways providing access to and from the porte cochere shall not exceed eighty (80) feet measured at the curb;

c. The covered Drop-Off areas shall not exceed twenty-five (25) percent the total width of the Building they front. Covered Drop-Off areas are defined as being covered by a Roof or balcony and not having any additional stories above their footprint.
SECTION 6. From and after the effective date of this ordinance, Section 7.02.03(H) of the Land Development Code of the City of Panama City Beach related to Building Height and Podium Standards in the Front Beach Overlay District, is amended to read as follows (new text **bold and underlined**, deleted text struck through):

**Chapter 7. Special Overlay Districts**

7.02.00 ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS

7.02.03 Front Beach Road Overlay Districts

H. Building Height and Podium Standards

1. Table 7.02.03.H establishes the minimum and maximum **Heights** for **Buildings** in each of the FBO districts in terms of feet.

2. In each of the districts, additional height may be achieved through incentives established in Section 4.02.03E.

3. Table 7.02.03.I establishes standards for upper **Stories floors** that are built on top of the **Building podium** or base **Stories floors**, which are defined in terms of maximum feet (stories). Illustrations following the exhibit are conceptual only and are not intended to mandate the position of upper **Stories floors** on the podium, **provided, however that in the FBO-3 and FBO-4 districts, the side**
setbacks shall be increased by at least fifteen (15) feet above the lesser height of one hundred twenty (120) feet or ten (10) stories. The City Manager is authorized to modify the setback and podium standards for buildings receiving height incentives to provide architectural flexibility while achieving the purposes of the FBO-3 and FBO-4 districts and retaining the net impact of reducing the average floor area of all stories above the required podium by twenty-five (25) percent of the ground floor area.

4. In a FBO-2 or FBO-3 district, Buildings thirty-five (35) feet tall or taller shall be set back from an FBO-1 or Low Density Residential district at least one hundred (100) feet. Starting at a distance of one hundred (100) feet from the applicable district boundary, Building Height may be increased to forty-five (45) feet. Beyond two hundred (200) feet, Building Height may be increased from forty-five (45) feet by one (1) foot for every one (1) foot increase in Setback. See Figure 7.02.03.A.

5. In the FBO-1 district, Buildings may extend an additional ten (10) feet beyond the total height allowed in this section provided that the portion of the Building exceeding the total height includes a tower room only. Tower rooms are restricted to a maximum of one hundred (100) square feet in area, excluding stairwells.

6. In the FBO-1 district, the width of the third Story floor shall be not be greater than seventy-five (75) percent of the width of the Ground Story first floor. Width of each Story shall be measured at the widest part of the applicable Story parallel to the shoreline of the Gulf of Mexico.

<table>
<thead>
<tr>
<th>Table 7.02.03.H: Minimum and Maximum Building Heights (in feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum</td>
</tr>
<tr>
<td>Maximum without Incentives</td>
</tr>
<tr>
<td>Maximum with Incentives</td>
</tr>
</tbody>
</table>

Notes:
1: Height shall be measured in accordance with section 4.02.02.
2: The maximum height may be limited in the FBO-2 or FBO-3 district by the provisions of section 7.02.03.H.4.

<table>
<thead>
<tr>
<th>Table 7.02.03.I: Podium Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zone</td>
</tr>
<tr>
<td>FBO-1</td>
</tr>
<tr>
<td>FBO-2</td>
</tr>
<tr>
<td>FBO-3</td>
</tr>
<tr>
<td>FBO-4</td>
</tr>
</tbody>
</table>
Podium and Upper Story Floor Illustrations

Figure 7.02.03.A: Setbacks for Buildings Taller Than 35 Feet

- FBO-1
- FBO-2
- FBO-3

Building taller than 200 feet (61 m) shall be set back one (1) foot for each foot over one-hundred (100) feet.
SECTION 7. From and after the effective date of this ordinance, Section 7.02.03(K) of the Land Development Code of the City of Panama City Beach related to Parking Structures in the Front Beach Overlay District, is amended to read as follows (new text bold and underlined, deleted text struck through):

Chapter 7. Special Overlay Districts
7.02.00 ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS
7.02.03 Front Beach Road Overlay Districts
K. Parking Structures

K. Parking Structures
Except as provided in this subsection, all Parking Structures shall meet the requirements of section 4.05.00.

1. Location. Parking Structures shall be located behind Buildings in the interior of blocks. Parking Structures that abut Front Beach Road, South Thomas Road or Arnold Streets shall provide a lining of retail, office or Residential Uses, or window displays at the Street level along the entire Street Frontage. These Uses shall include permitted Frontages as required by the applicable FBO district. Parking Structures are not allowed in the FBO-1 overlay district.

2. Ground Floor Building Design. Parking Structures shall have commercial Uses or window displays along the ground floor. However, one (1) ADA/State of Florida compliant pedestrian entrance to the Parking Structure may be located along each block. For purposes of the illustrations in this section, the primary Street shall be Front Beach Road, South Thomas Drive or Arnold Road.

a. When the Parking Structure includes a commercial Use lining the Building on the Street level, the retail or commercial liner shall provide a usable depth of no less than 10 feet. At least seventy-five (75) percent of the ground floor wall area between two (2) Feet and seven (7) feet shall be Glazed and shall have a minimum transparency of seventy (70) percent. Figure 7.02.03.F through J illustrate these conditions.
Figure 7.02.03.F: Parking Garage Design with Building in Front

Vehicle Entries are allowed on sides not facing the primary street.

If garage is detached, maintain a minimum 20' separation from building.

Figure 7.02.03.G: Building Design, Building in Front of Parking Garage

Building in front of garage has a minimum of 2-stories.

Pedestrian access to parking garage should be located along the primary and secondary streets and marked with appropriate signage.
Figure 7.02.03.H: Parking Garage Design with Liner Building

Parking Structure Entries are allowed on sides not facing the primary street.

Primary Street

Liner building surrounds garage on street frontages.

Liner must have a usable depth of at least 10'.

Figure 7.02.03.I: Building Design, Liner Building

Second floor has windowed treatment of parking openings. (See Upper Floor Design)

First floor has 'retail liner with a usable depth of at least 10'.

Pedestrian access to parking garage should be located along the primary and secondary streets and marked with appropriate signage.
b. When the **Parking Structure** includes window displays lining the **Building** on the **Street** level, window displays shall provide a usable depth of no less than three feet. Blinds, curtains or glass with greater opacity may be used in display windows without active displays. At least fifty (50) percent of the ground floor wall area between two (2) feet and seven (7) feet shall be **Glazed** and shall have a minimum transparency of seventy (70) percent. Figure 7.02.03.K and L illustrate these conditions.
c. **Parking Structures** that provide a lining of retail or commercial **Uses** at the **Street** level shall be classified according to the requirements of section 1.02.01.K. and meet the applicable regulations.

3. **Upper Story Floor Design.** No less than sixty (60) percent of the upper **Stories** floors of any **Parking Garage** wall facing a public right-of-way shall consist of exposed openings. The opening shall be designed with one or more of the following treatments, shown below:

a. Landscaped opening. Planter boxes shall be installed within or in front of the openings. Planter boxes shall be maintained with live plants. A lattice with a maximum of fifty (50) percent opacity may be installed to cover the opening. Figure 7.02.03.M illustrates this treatment.

   ![Figure 7.02.03.M: Landscaped Opening](image)

   **Figure 7.02.03.M: Landscaped Opening**

b. Fenced opening. A rail shall be installed across the opening to give the appearance of a balcony. Figure 7.02.03.N illustrates this treatment.

   ![Figure 7.02.03.N: Fenced Opening](image)

   **Figure 7.02.03.N: Fenced Opening**

c. Windowed opening. The openings shall be framed and mullions added to give the appearance of large windows. Figure 7.02.03.O illustrates this treatment.
Figure 7.02.03.O: Windowed Opening

Windowed Opening

4. **Building design and materials.** Parking Structures shall comply with the **Building** design and **Building** material requirements of the applicable overlay district.

SECTION 8. From and after the effective date of this ordinance, Section 7.02.03(N) of the Land Development Code of the City of Panama City Beach related to Building Design Standards in the Front Beach Overlay District, is amended to read as follows (new text **bold and underlined**, deleted text strickthrough):

**Chapter 7. Special Overlay Districts**

7.02.00 ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS

7.02.03 Front Beach Road Overlay Districts

**N. Building Design Standards**

1. **Building** Materials.

   a. In the FBO-1 and FBO-2 districts, no more than two (2) materials shall be visible on any exterior façade, not including windows, doors, foundation walls, columns, chimneys, soffits and trim. If two wall materials are used, heavier-weighted materials shall be located below lighter-weighted materials, as defined in Table 7.02.03.L and separated by a horizontal joint. Vertical changes in material shall not occur within two (2) feet of an exterior corner. When possible, vertical changes in materials shall occur at interior corners (see Figure 7.02.03.R). Allowed materials include wood, stone, brick, stucco, architectural block (split faced), and cementitious materials.

   **Table 7.02.03.L: Exterior Materials by Weight**

<table>
<thead>
<tr>
<th>Heavy weight materials</th>
<th>Medium weight materials</th>
<th>Light weight materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brick</td>
<td>Stucco</td>
<td>Horizontal siding</td>
</tr>
<tr>
<td>Stone</td>
<td></td>
<td>Vertical siding</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Shingle siding</td>
</tr>
</tbody>
</table>
b. *Building* exteriors in the FBO-3 and FBO-4 districts shall be clad in masonry materials only. Masonry materials include stone, brick or stucco. Cementitious materials that mimic wood lap siding are not an approved masonry material for any building that is more than three (3) stories in *Height*. No more than two materials shall be visible on any exterior façade, not including windows, doors, foundation walls, soffit, columns and trim. If two wall materials are used, heavier-weighted materials shall be located below lighter-weighted materials, as defined in Table 7.02.03.L and separated by a horizontal joint. Changes in material along a horizontal plane shall not occur within two (2) feet of an exterior corner. When possible, these horizontal changes in materials shall occur at interior corners. (see Figure 7.02.03.R)

![Figure 7.02.03.R: Interior and Exterior Corners](image)

2. Front Porches and Stoops. (See Figure 7.02.03.S and Figure 7.02.03.T)

a. Porches and stoops shall be raised a minimum of thirty (30) inches above the grade of the sidewalk.

b. Front porches shall be a minimum of eight (8) feet deep. Porch beams shall be visible. Porch column width shall match the width of the porch beams. To the greatest practical extent, columns and piers should be evenly spaced.

c. Handicapped ramps used in conjunction with a front porch or stoop shall be constructed of masonry, concrete, pressure treated lumber or composite lumber, and shall not be located on a Street-facing side of the porch.

![Figure 7.02.03.S: Porches](image)
3. Stoops and covered stoops shall be constructed of stone, brick, concrete, pressure treated materials and composite materials, and shall be a minimum of three (3) feet deep and a minimum of five (5) feet wide. A covered stoop greater than eight (8) feet wide shall be considered a porch.

4. Covered stoops shall have a visible means of support for the Roof consisting of beams and columns, piers or brackets. Columns and piers shall have the same width and spacing requirements as columns and piers for porches. Stoops and covered stoops shall be accessed by stairs.

**Figure 7.02.03.T: Stoops**

5. **Balconies.** Balconies facing adjacent to and facing the sandy shore of the beach shall extend no further than three (3) feet beyond the Building wall without the use of brackets, hangers, piers or columns. Balconies extending from three (3) to five (5) feet from the Building wall shall incorporate the use of brackets, hangers, columns or piers as a visible means of support. A balcony extending beyond five (5) feet from the Building wall shall use walls, columns or piers as a visible means of support. (see Figure 7.02.03.U)
6. **Mechanical Unit Location.** Mechanical equipment shall not be located at the front of a Building. Mechanical equipment shall be located in areas that are screened from the public streetscape or public Access ways by the sides and rears of Buildings or within mechanical areas inside the Buildings. Roof-top mechanical equipment shall be screened by a wall that is equal to the height of the equipment being screened.

7. **Utilities.** On-site utilities shall be screened or incorporated into building insets to the greatest practical extent.

8. **Modulation.** In the FBO-3 and FBO-4 districts, recesses and projections shall be used to create shadow lines to break up the massing of all Buildings taller than four (4) stories that have more than seventy-five (75) feet of Frontage along Front Beach Road and South Thomas Drive for all Stories floors above the fourth Story. The minimum depth of modulation shall be two (2) feet. The minimum horizontal width shall be five (5) feet and the maximum horizontal width per module shall be fifty (50) feet. (see Figure 7.02.03.V)

---

**Figure 7.02.03.U: Balconies**

- **Cantilevered Balcony**
- **Balcony with hanger support**
- **Balcony with bracket support**
- **Balcony with pier or column support**

**Figure 7.02.03.V: Modulation**

50’ maximum horizontal distance per module
SECTION 9. From and after the effective date of this ordinance, Table 7.02.03N of the Land Development Code of the City of Panama City Beach related to the modification of FBO Standards in the Front Beach Overlay District, is amended to read as follows (new text **bold and underlined**, deleted text struck through):

**Chapter 7. Special Overlay Districts**

**7.02.00 ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS**

**7.02.03 Front Beach Road Overlay Districts**

**Q. FBO District Development Procedures**

**Table 7.02.03.N: Standards**

<table>
<thead>
<tr>
<th>Standard</th>
<th>Reference (subsection of Section 7.02.03)</th>
<th>Not Modifiable</th>
<th>Ministerial Modification</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Yards</td>
<td>G</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Parking Requirements.</td>
<td>I</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shared Parking</td>
<td>I</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Location</td>
<td>I</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Parking Lot Landscaping.</td>
<td>I</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Parking Lot Design</td>
<td>I</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Parking Mitigation</td>
<td>I</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Parking Structure Location</td>
<td>K</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Parking Structure Building Fronts</td>
<td>K</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Parking Structure Building Materials</td>
<td>K</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Parking Structures – Other Design Requirements</td>
<td>K</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Location of Frontage Types</td>
<td>F</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Front Setbacks (minimum)</td>
<td>F</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Front Setbacks (maximum)</td>
<td>F</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Side Setbacks (minimum)</td>
<td>F</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Side Setbacks (maximum)</td>
<td>F</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Rear Setbacks (minimum)</td>
<td>F</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Rear Setbacks (maximum)</td>
<td>F</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Gallery Setback (maximum)</td>
<td>F</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Build-to ratio (80% Building Facade shall be located at the front setback line for first 4 Stories floors)</td>
<td>F</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tower Rooms</td>
<td>F</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Height in feet (maximum) and Building Stepbacks</td>
<td>H</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>
SECTION 10. From and after the effective date of this ordinance, Section 7.02.07 of the Land Development Code of the City of Panama City Beach related to the Breakfast Point Overlay District is amended to read as follows (new text bold and underlined, deleted text struck through):

Chapter 7. Special Overlay Districts
7.02.00 ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS
7.02.07 Breakfast Point Overlay District

7.02.07 Breakfast Point Overlay District

A. Applicability. The provisions of this section shall apply to all property described upon attached Exhibit A.

B. Site Design Requirements. In addition to all other requirements of the Land Development Code, new development in the Breakfast Point Overlay District must meet the following lot and building requirements. In the event of an inconsistency between the provisions of this Section 7.02.07 and the other requirements of the LDC or the City of Panama City Beach Code of Ordinances, the provisions of this Section 7.02.07 shall control.

1. Notwithstanding the provisions of the zoning district, Land Uses within the Breakfast Point Overlay District shall be limited to Single Family Dwellings and Residential Community Accessory Uses.

2. Setbacks:
   a. Minimum Front Yard: ten (10) feet
   b. Minimum Rear Yard: ten (10) feet
   c. Minimum Side Yard for one-story structure: five (5) feet
   d. Minimum Side Yard for two-story structure: seven and a half (7.5) feet
   e. Minimum Side Yard Street: ten (10) feet
3. Definition of One-Story Structure. For purposes of this Section 0 only, a one-story Structure may include an accessory living space located within the Structure's attic, between the ceiling of the Structure's Ground Floor and its roof and between its rafters or trusses supporting its roof, provided, however,

a. with regard to the Structure, (1) there is no vertical displacement of any exterior perimeter wall of the accessory living space; (2) there are no windows in the accessory living space overlooking an adjacent, residential lot (typically no side windows); (3) the roof pitch does not exceed a ratio of 12:12; and (4) no decking or other projection extends from any exterior wall of the accessory living space.

b. with regard to the accessory living space, (1) it is a finished, air conditioned space; (2) it is accessible only by stairs on the Structure's interior; (3) it is not used for home occupations; and (4) it does not exceed 850 square feet.

SECTION 11. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 12. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 13. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of ____________, 2015.

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK
EXAMINED AND APPROVED by me this ___ day of ______________, 2015.

____________________________________
MAYOR

Published in the ________________ on the ___ day of ______, 2015.

Posted on pcbgov.com on the ___ day of ______________, 2015.
REGULAR AGENDA
ITEM #5,

ORDINANCE 1342
ORDINANCE NO. 1342

AN ORDINANCE REZONING FROM FRONT BEACH OVERLAY 2 (FBR-2) TO FRONT BEACH OVERLAY 4 (FBR-4) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 0.69 ACRES; LOCATED AT 17561 FRONT BEACH ROAD; ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

WHEREAS, Dellwood Properties, Inc., the owner of the real property designated herein, has initiated this ordinance by filing a petition with the City praying that said real property, being more particularly described below be rezoned from Front Beach Overlay 2 (FBR-2) to Front Beach Overlay 4 (FBR-4) as shown below; and

WHEREAS, this ordinance changes only the Front Beach Overlay zoning map designations of the real property described herein; and

WHEREAS, the City of Panama City Beach Planning Board reviewed the proposed zoning change, conducted a public hearing on February 9, 2015, and recommended approval (4-2); and

WHEREAS, based upon competent substantial evidence adduced in a properly advertised public hearing conducted on ________________, the City found the requested change to be consistent with the currently applicable Comprehensive Growth Development Plan and to reasonably accomplish a legitimate public purpose.
NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF

PANAMA CITY BEACH, FLORIDA:

SECTION 1. The following described parcel of real property situate within the municipal
limits of the City of Panama City Beach, Florida, is rezoned from FBR-2 to FBR-4, to wit,

COMMENCING AT THE SOUTHEAST CORNER OF LOT 14, BLOCK 9, ACCORDING TO AND AS SHOWN UPON THE CERTAIN MAP OR
PLAT OF L. M. WELLS GULF BEACH ESTATES IN SECTION 13, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA;
THENCE SOUTH TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF U.S. HIGHWAY 98; THENCE
NORTHWESTERLY ALONG SAID BOUNDARY OR RIGHT-OF-WAY
LINE, A DISTANCE OF 235.7 FEET FOR THE POINT OF BEGINNING;
THENCE SOUTH TO THE SHORELINE OF THE GULF OF MEXICO;
THENCE NORTHWESTERLY ALONG THE SHORELINE OF SAID
GULF OF MEXICO TO A POINT DUE SOUTH OF THE SOUTHWEST
CORNER OF LOT 1, BLOCK 9, OF SAID L.M. WELLS GULF BEACH
ESTATES; THENCE NORTH ALONG THE EXTENSION OF THE
WEST LINE OF LOT 1 IN SAID BLOCK 9, TO THE SOUTHERN
BOUNDARY OF SAID RIGHT-OF-WAY OF U.S. HIGHWAY 98;
THENCE SOUTHEASTERLY ALONG THE SOUTH BOUNDARY LINE
OF U.S. HIGHWAY 98 A DISTANCE OF 232.1 FEET, MORE OR LESS,
TO POINT OF BEGINNING.

And the City's Front Beach Overlay zoning map (known as "The Official Front Beach Road
Overlay Districts Map of the City of Panama City Beach") is amended accordingly. This
ordinance will not change the underlying Commercial High Density ("CH") zoning designation
for the property.

SECTION 2. All Ordinances or parts of ordinances in conflict herewith are hereby
repealed to the extent of such conflict.

SECTION 3. This ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of
the City of Panama City Beach, Florida, this ___ day of ____________, 2015.

ATTEST:

__________________________
GAYLE F. OBERST, MAYOR

HOLLY J. WHITE, CITY CLERK

EXAMINED AND APPROVED by me this ___ day of ____________, 2015.

__________________________
GAYLE F. OBERST, MAYOR

PUBLISHED in the Panama City News-Herald on the ___ day of ____________, 2015.

POSTED on pcbgov.com on the ___ day of ____________, 2015.

__________________________
HOLLY J. WHITE, CITY CLERK
REGULAR AGENDA

ITEM #6,

RESOLUTION 15-65
RESOLUTION 15-65

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Contract between the City and Marshall Brothers Construction & Engineering, Inc. relating to the construction of the Nautilus Street Lift Station No. 7 Replacement Program, in the base amount of Two Million Two Hundred Thirty Five Thousand Seven Hundred Eighty Dollars ($2,235,780.00), for demolition of the existing lift station facilities, construction of new replacement facilities and installation of connecting gravity sewer pipes; in substantially the form presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of ___March___, 2015.

CITY OF PANAMA CITY BEACH

By: ________________
      Gayle F. Oberst, Mayor

ATTEST:

_____________________
Holly White, City Clerk
Memorandum

To: Mario Gisbert
CC: Holly White, Paul Casto
From: Al Shortt
Date: March 5, 2015
Subject: Construction Bids – Nautilus Lift Station No. 7 Replacement Project

Staff budgeted funds this year to replace one of the City’s primary wastewater lift stations, which is located near Nautilus Rd and Front Beach Road behind the Hidden Lagoon go-kart track. The lift station is 27 years old and approximately 25% of the total sewer flow to the City wastewater plant is pumped at this location. Due to age and wear, most of the station components have reached the end of their service life. The new design will provide more capacity, improve system reliability and reduce maintenance needs for the next 25 to 30 years. A portion of the ductile iron sewer force main leaving the site is also being replaced with a larger PVC pipe. Baskerville-Donovan, Inc. is the City’s engineering consultant for the project and completed all design and permitting necessary to bid the construction work.

The project was publically advertised and seven (7) bidders responded with sealed bids by the required date and time. Bids were publically opened on March 4th beginning at 10:00 AM. After reviewing the bid documents, Baskerville-Donovan recommends that the Base Bid be awarded to the low bidder, Marshall Brothers Construction & Engineering, Inc., for the base contract amount of $2,235,780.00. The consultant’s recommendation and bid tabulation are attached for review. Five different alternate bid items were included in the bid form, but neither the consultant nor staff recommends accepting any of the alternates at this time. Staff concurs with the base bid award recommendation and further recommends approval by Council. A draft construction agreement is also attached for your review. The wastewater utility has sufficient funds available to enter into a contract for the work, and the project is included in the current fiscal year budget. Construction will take approximately 11 months and staff expects the new station to be fully operational within 30 days thereafter. The old station will then be demolished as part of this same contract.
March 5, 2015

Mr. Al Shortt, P.E. - Utilities Director
City of Panama City Beach
110 S. Arnold Road
Panama City Beach, Florida 32413

RE: Nautilus Street Lift Station No. 7 Replacement
BDI Project No. 023249.01
Panama City Beach, Florida

Ref.: Transmittal of Bid Tabulation and Bid Originals

Dear Mr. Shortt:

Enclosed are three (3) copies of the certified bid tabulation and the original bids with supporting documentation as received on March 4, 2015. The bid grouping is very close for the seven bids received indicating uniform understanding of the bid documents. Marshall Brothers Construction & Engineering, Inc. (MBCE) has submitted the lowest responsive base bid. For reference, this organization was formerly known as Marshall Brothers Industrial, Inc. and has done work previously for the City under this name. The weighting of their bid was also comparable to the others bidders. It should be noted that MBCE noted a $25,000 deduction to be applied to their Base Bid amount and the tabulation of bids reflects this credit. Similarly, MBCE also apparently changed the amount of the testing allowance (Base Bid Item 16) from $5,000 to $10,000 which artificially skewed their bid upward by $5,000 compared to other bidders. Their bid has been modified accordingly in the tabulation of bids and will be corrected in the contract documents.

There were five alternate bid items provided which target providing competing materials for the Base Bid force main pipe and coating system which are single sourced. The alternate force main pipe material came in as an additional cost to the Base Bid cost and it is not recommended for further consideration. Similarly, the alternate coating system bid also was a greater cost than the base bid product and is also not recommended for further consideration.

An alternate bid was also requested for a lesser sound reducing rated (allows more noise to escape the enclosure) generator enclosure. No deduction was offered by MBCE in their bid for the lower grade sound reducing enclosure and is not recommended for further consideration. A deduction for painted carbon steel motor control center enclosures was requested and MBCE has offered a $9,630 deduction for enclosures made of this material rather than the stainless steel units in the Base Bid. As this is a coastal application and even though the units are proposed to be located within an air conditioned building, this savings may be used up quickly if the units are painted more than once during their service life.

Finally, an alternate bid for a chemical resistant concrete admixture in lieu of the Base Bid coating system was also solicited. MBCE has offered a $20,100 deduction for the use of this material instead of preparation and coating the structure. Given that the City and Baskerville Donovan, Inc. have no experience with the substitute product, it is recommended that the Base Bid amount be awarded and the City staff allowed to conduct a more detailed analysis of the alternate concrete compound. If staff finds sufficient data to determine this enhanced...
concrete system’s performance is equal to or better than the Spectrashield coating product in the Base Bid, this cost reduction can be accomplished later via change order during the construction contract.

A check with the State of Florida Department of Business and Professional Regulation indicates that Marshall Brothers Construction & Engineering, Inc.’s qualifying agent Mr. John M. Marshall, currently possesses valid Certified General Contractor’s and Underground Utility and Excavation Contractor’s licenses and there are no pending complaints against this individual (copies enclosed). Based upon their submittal of the lowest, responsive Base Bid, Marshall Brothers Construction & Engineering, Inc. meets the bidding process criteria for award. It is recommended that the Base Bid contract amount of two million two hundred thirty five thousand seven hundred eighty dollars and no cents ($2,235,780.00) be awarded.

As always, please contact me should you have any questions regarding this matter. This opportunity to serve the City is greatly appreciated.

Sincerely,

[Signature]

Mark E. Sheaffer, P.E.
## BID TABULATION
### City of Panama City Beach
#### Nautilus Lift Station No. 7 Replacement Program

**BDI Project No. 23249.01**

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BASE BID</th>
<th>Add Alternate Bid 1 (Add/Deduct)</th>
<th>Add Alternate Bid 2 (Deduct)</th>
<th>Add Alternate Bid 3 (Add/Deduct)</th>
<th>Add Alternate Bid 4 (Deduct)</th>
<th>Add Alternate Bid 5 (Add/Deduct)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marshall Brothers Construction &amp; Engineering, Inc.¹</td>
<td>2,235,780.00</td>
<td>2,281,880.00</td>
<td>2,265,780.00</td>
<td>2,245,680.00</td>
<td>2,256,150.00</td>
<td>2,292,240.00</td>
</tr>
<tr>
<td>J&amp;P Construction Co., Inc.</td>
<td>2,423,610.00</td>
<td>2,463,610.00</td>
<td>2,423,610.00</td>
<td>2,398,610.00</td>
<td>2,414,610.00</td>
<td>2,453,610.00</td>
</tr>
<tr>
<td>Talcon Group, LLC</td>
<td>2,429,760.00</td>
<td>2,464,760.00</td>
<td>2,429,760.00</td>
<td>2,419,760.00</td>
<td>2,420,760.00</td>
<td>2,452,760.00</td>
</tr>
<tr>
<td>Royal American Construction Co., Inc.²</td>
<td>2,622,535.00</td>
<td>2,652,635.00</td>
<td>2,622,635.00</td>
<td>2,622,635.00</td>
<td>2,618,635.00</td>
<td>2,642,635.00</td>
</tr>
<tr>
<td>Gulf Coast Utility Contractors, LLC</td>
<td>2,663,760.00</td>
<td>2,698,760.00</td>
<td>2,663,760.00</td>
<td>2,638,760.00</td>
<td>2,658,260.00</td>
<td>2,688,760.00</td>
</tr>
<tr>
<td>I-C Contractors, Inc.</td>
<td>2,813,983.68</td>
<td>2,842,783.68</td>
<td>2,813,983.68</td>
<td>2,834,259.68</td>
<td>2,804,983.68</td>
<td>2,833,278.68</td>
</tr>
<tr>
<td>Morgan Contracting</td>
<td>3,152,000.00</td>
<td>3,192,000.00</td>
<td>3,152,000.00</td>
<td>3,127,500.00</td>
<td>3,147,000.00</td>
<td>3,183,000.00</td>
</tr>
</tbody>
</table>

**Notes**

1. Marshall Beebeers Construction & Engineering - original base bid $2,265,760.00 less $25,000 deduction noted on bid envelope and corrected testing allowance from $10,000 to $8,000.
2. Royal American - original base bid $2,769,635.00 less $147,000 deduction indicated in letter enclosed with bid.
### Licensee Details

<table>
<thead>
<tr>
<th>License Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> MARSHALL, JOHN MATTHEW (Primary Name)</td>
</tr>
<tr>
<td>MARSHALL BROTHERS CONSTRUCTION &amp; ENGINEERING, INC. (DBA Name)</td>
</tr>
<tr>
<td><strong>Main Address:</strong> 1717 TENNESSEE AVE</td>
</tr>
<tr>
<td>LYNN HAVEN Florida 32444</td>
</tr>
<tr>
<td><strong>County:</strong> BAY</td>
</tr>
<tr>
<td><strong>License Mailing:</strong></td>
</tr>
<tr>
<td><strong>LicenseLocation:</strong></td>
</tr>
</tbody>
</table>

### License Information

| License Type: Certified General Contractor |
| Rank: Cert General |
| **License Number:** CGC061335 |
| **Status:** Current, Active |
| **Licensure Date:** 04/07/2000 |
| **Expires:** 08/31/2016 |

**Special Qualifications**

| Construction Business Qualification Effective |
| **02/20/2004** |

### View Related License Information

### View License Complaint

---

1940 North Monroe Street, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EO employer. Copyright 2007-2010 State of Florida, Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licenses licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record, if you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

Licensee Details

Licensee Information

Name: MARSHALL, JOHN MATTHEW (Primary Name)
MARSHALL BROTHERS CONSTRUCTION & ENGINEERING, INC. (DBA Name)
Main Address: 1717 TENNESSEE AVE
LYNN HAVEN Florida 32444
County: BAY
License Mailing:
LicenseLocation:

License Information

License Type: Certified Underground Utility and Excavation Contractor
Rank: Cert Under
License Number: CUC057306
Status: Current, Active
Licensure Date: 08/16/2000
Expires: 08/31/2016

Special Qualifications
Construction Business Qualification Effective 02/20/2004

View Related License Information
View License Complaint

1940 North Monroe Street, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 350.487.1395

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However, email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.
PANAMA CITY BEACH – NAUTILUS STREET LIFT STATION NO. 7 REPLACEMENT PROGRAM
PROJECT NO. 023249.01

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this ______________ day of __________________ , 20__ by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called “OWNER”) and Marshall Brothers Construction & Engineering, Inc., doing business as a corporation (an individual), or (a partnership), or (a corporation), having a business address of 1717 Tennessee Avenue, Lynn Haven, FL 32444 (hereinafter called “CONTRACTOR”), for the performance of the Work (as that terms is defined below) in connection with the construction of Nautilus Street Lift Station No. 7 Replacement Program (“Project”), to be located at Panama City Beach, FL in accordance with the Drawings and Specifications prepared by Baskerville Donovan, Inc., the Engineer of Record (hereinafter called “Engineer”) and all other Contract Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the “Work”). CONTRACTOR’S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR’S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR’S subcontractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The CONTRACTOR will commence the Work required by the Contract
Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 300 calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of five hundred dollars and zero cents ($500.00) in US currency for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $2,235,780.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

   Section 00010       ADVERTISEMENT FOR BIDS
   Section 00020       INFORMATION FOR BIDDERS
   Section 00030       BID PROPOSAL FORM
   Section 00040       BID BOND
   Section 00050       AGREEMENT
   Section 00060       PERFORMANCE BOND
   Section 00070       PAYMENT BOND
   Section 00080       NOTICE OF AWARD
NOTICE TO PROCEED

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS

TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE

PUBLIC ENTITY CRIMES STATEMENT

CERTIFICATE OF INSURANCE

GENERAL CONDITIONS

SUPPLEMENTAL CONDITIONS

SALES TAX EXEMPTION ADDENDUM

DRAWINGS prepared by Baskerville Donovan, Inc. numbered G000 through E902 and dated January 2015.

SPECIFICATIONS prepared or issued by Baskerville Donovan, Inc. numbered 00010 – Advertisement for Bids through Appendix “D” – “Underground Utility Protection” dated January 2015.

ADDENDA

No. 1, dated February 17, 2015

No. 2, dated February 19, 2015

No. 3, dated February 25, 2015

No. , dated ____________________, 20__

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the “Agreement”.

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. This Agreement shall be governed by the laws of the State of Florida.

9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413
ATTENTION: Mario Gisbert, City Manager
Fax No.: (850) 233-5108

If to Contractor:

Marshall Brothers Construction & Engineering, Inc.
1717 Tennessee Avenue
Lynn Haven, FL 32444
ATTENTION: John M. Marshall, President
Fax No.: (850) 271-0293

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully
11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
15. For this Project, OWNER has designated a Project Representative to assist
OWNER with respect to the administration of this Agreement. The Project
Representative to be utilized by OWNER for this Project, shall be Mr. Albert
E. Shortt, P.E. – City Engineer/Utilities Director.

16. CONTRACTOR acknowledges and agrees that no interruption, interference,
inefficiency, suspension or delay in the commencement or progress of the Work
from any cause whatever, including those for which the OWNER, PROJECT
REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall
relieve CONTRACTOR of its duty to perform or give rise to any right to damages
or additional compensation from OWNER. CONTRACTOR expressly
acknowledges and agrees that it shall receive no damages for delay.
CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek
an extension to the Contract Time; provided, however, the granting of any such
time extension shall not be a condition precedent to the aforementioned "No
Damage For Delay" provision. This section shall expressly apply to claims for
early completion, as well as to claims based on late completion. Notwithstanding
the foregoing, if the Work is delayed due to the fault or neglect of OWNER or
anyone for whom OWNER is liable, and such delays have a cumulative total of
more than 90 calendar days, CONTRACTOR may make a claim for its actual and
direct delay damages accruing after said 90 calendar days as provided in Section
00800 Supplemental Conditions, Contract Claims and Changes. Except as
expressly set forth in this section, in no event shall OWNER be liable to
CONTRACTOR whether in contract, warranty, tort (including negligence or strict
liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect,
incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGEs REQUIRED

The CONTRACTOR shall procure and maintain the following described
insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR'S deductibles/self-insured retention's shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than $25,000, unless otherwise agreed to, in writing, by
OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

<table>
<thead>
<tr>
<th>Limit Each Accident</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limit Disease Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Limit Disease Each Employee</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability
Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the “X” (Explosion), “C” (Collapse) and “U” (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

<table>
<thead>
<tr>
<th>Bodily Injury, Property Damage &amp; Personal Injury Liability</th>
<th>$1,000,000 Combined Single Limit Each Occurrence, and</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$2,000,000 Aggregate Limit</td>
</tr>
</tbody>
</table>

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than three (3) years following OWNER’S final acceptance of the project.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The CONTRACTOR shall purchase and maintain Business Automobile Liability insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR’S owned, non-owned, leased, rented or hired vehicles with limits not less than:

| Bodily Injury & Property | $1,000,000 Combined Single Limit Each |

23249.01 AGREEMENT 00050-9

AGENDA ITEM # 6
EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than $10,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

The Owner requires the following additional insurance:

None required at this time.
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:
CITY OF PANAMA CITY BEACH, FLORIDA
BY:
NAME: Mario Gisbert
TITLE: City Manager

City Clerk

City Attorney (as to form only)

CONTRACTOR:
Marshall Brothers Construction & Engineering, Inc.

BY: __________________________
NAME: __________________________
ADDRESS: 1717 Tennessee Ave, Lynn Haven, FL 32444

ATTEST:

NAME __________________________
(Please Type)

END OF SECTION 00050
REGULAR AGENDA

ITEM #7*,

RESOLUTION 15-69
RESOLUTION NO. 15-69

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA SUPPLEMENTING RESOLUTION NO. 06-60 ADOPTED ON AUGUST 16, 2006; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $43,500,000 FRINCIPAL AMOUNT OF ITS CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2015 (FRONT BEACH ROAD PROJECT) TO EVIDENCE A LOAN FROM REGIONS CAPITAL ADVANTAGE, INC. TO REFINANCE CERTAIN OUTSTANDING OBLIGATIONS AND PAY THE COSTS OF ISSUANCE OF SUCH SERIES 2015 BONDS; PLEDGING TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH SERIES 2015 BONDS CERTAIN PLEDGED FUNDS; AWARDING THE SALE OF THE SERIES 2015 BONDS TO REGIONS CAPITAL ADVANTAGE, INC.; APPOINTING A PAYING AGENT AND REGISTRAR; APPOINTING AN ESCROW AGENT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; PROVIDING FOR SECURITY FOR THE HOLDER OF SUCH BONDS; AUTHORIZING AND APPROVING THE COSTS OF ISSUANCE FOR SUCH SERIES 2015 BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDER OF SUCH SERIES 2015 BONDS; AND PROVIDING AN EFFECTIVE DATE.
TABLE OF CONTENTS

SECTION 1. AUTHORITY FOR THIS RESOLUTION. ......................................................... 1
SECTION 2. DEFINITIONS. ........................................................................................ 1
SECTION 3. FINDINGS. ............................................................................................. 3
SECTION 4. AUTHORIZATION OF THE REFUNDED BONDS. ...................................... 4
SECTION 5. THIS RESOLUTION TO CONSTITUTE CONTRACT ................................... 4
SECTION 6. AUTHORIZATION OF SERIES 2015 BONDS ......................................... 4
SECTION 7. DESCRIPTION OF THE SERIES 2015 BONDS ....................................... 4
SECTION 8. PROVISIONS FOR REDEMPTION. ......................................................... 5
SECTION 9. APPLICATION OF PROVISIONS OF THE MASTER RESOLUTION ............ 5
SECTION 10. APPLICATION OF SERIES 2015 BOND PROCEEDS ............................. 5
SECTION 11. SERIES 2015 BONDS NOT TO BE INDEBTEDNESS OF ISSUER ............ 6
SECTION 12. RESERVE FUND REQUIREMENT ....................................................... 6
SECTION 13. APPOINTMENT OF PAYING AGENT AND REGISTRAR ......................... 6
SECTION 14. SALE OF SERIES 2015 BONDS. ......................................................... 6
SECTION 15. REDEMPTION OF REFUNDED BONDS. ................................................ 7
SECTION 16. APPROVAL OF FORM OF ESCROW DEPOSIT AGREEMENT ............... 7
SECTION 17. VERIFICATION AGENT ..................................................................... 7
SECTION 18. FEDERAL INCOME TAX COVENANTS .............................................. 7
SECTION 19. COSTS OF ISSUANCE .................................................................... 8
SECTION 20. SUPPLEMENTAL RESOLUTION ....................................................... 8
SECTION 21. GENERAL AUTHORITY ................................................................. 8
SECTION 22. NO PERSONAL LIABILITY ............................................................... 8
SECTION 23. SEVERABILITY OF INVALID PROVISIONS ....................................... 8
SECTION 24. THE LENDER ............................................................................. 8
SECTION 25. REPEAL OF INCONSISTENT RESOLUTIONS ................................... 9
SECTION 26. HEADINGS NOT A PART HEREOF ............................................... 9
SECTION 27. EFFECTIVE DATE ..................................................................... 9

Exhibit A - Term Sheet
Exhibit B - Purchaser's Certificate
Exhibit C - Form of Escrow Deposit Agreement
Exhibit D - Costs of Issuance
Exhibit E - Form of Bond
A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA SUPPLEMENTING RESOLUTION NO. 06-60 ADOPTED ON AUGUST 16, 2006; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $43,500,000 PRINCIPAL AMOUNT OF ITS CAPITAL IMPROVEMENT REFINANCING REVENUE BONDS, SERIES 2015 (FRONT BEACH ROAD PROJECT) TO EVIDENCE A LOAN FROM REGIONS CAPITAL ADVANTAGE, INC. TO REFINANCE CERTAIN OUTSTANDING OBLIGATIONS AND PAY THE COSTS OF ISSUANCE OF SUCH SERIES 2015 BONDS; PLEDGING TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH SERIES 2015 BONDS CERTAIN PLEDGED FUNDS; AWARDING THE SALE OF THE SERIES 2015 BONDS TO REGIONS CAPITAL ADVANTAGE, INC.; APPOINTING A PAYING AGENT AND REGISTRAR; APPOINTING AN ESCROW AGENT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; PROVIDING FOR SECURITY FOR THE HOLDER OF SUCH BONDS; AUTHORIZING AND APPROVING THE COSTS OF ISSUANCE FOR SUCH SERIES 2015 BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDER OF SUCH SERIES 2015 BONDS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapter 166, Part II, Florida Statutes, Chapter 163, Part III, Florida Statutes, the Master Resolution and other applicable provisions of law.

SECTION 2. DEFINITIONS. All capitalized undefined terms shall have the same meaning as set forth in the Master Resolution, as hereinafter defined, and those definitions are incorporated by reference in this Resolution. In addition, the following terms shall have the following meanings herein, unless the text expressly requires otherwise. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Bondholder" or "Lender" shall mean, initially, Regions Capital Advantage, Inc., a Tennessee corporation and subsequently, the person in whose name the Series 2015 Bonds is registered with the Registrar.
"Business Day" shall mean a day of the year which is not a Saturday or Sunday or a day on which the Paying Agent is lawfully closed or on which the New York Stock Exchange is closed.

"Escrow Deposit Agreement" shall mean the Escrow Deposit Agreement between the Issuer and the Escrow Agent, the form of which is attached hereto as Exhibit "C."

"Interest Rate" shall mean 2.73% per annum.

"Issuer" shall mean the City of Panama City Beach, Florida.

"Master Resolution" shall mean Resolution No. 02-30 adopted by the Issuer on June 20, 2002 authorizing the Bonds, as amended and restated by Resolution No. 06-60 adopted by the Issuer on August 16, 2006.


"Parity Bonds" means the Issuer’s unfunded $54,835,000 Capital Improvement Revenue Bonds, Series 2006 (Front Beach Road Project) issued on September 7, 2006.

"Refunded Bonds" shall mean a portion of the Issuer’s outstanding $54,835,000 Capital Improvement Revenue Bonds, Series 2006 (Front Beach Road Project) maturing on and after November 1, 2017.

"Registrar" shall mean, initially, the City Clerk of the City of Panama City Beach, Florida, or such other person as shall be appointed by the Issuer as registrar for the Series 2015 Bonds.

"Reserve Fund Requirement" shall mean such amount determined by the Issuer and the Lender, evidenced by a certificate of the Issuer and the Lender.

"Resolution" shall mean this instrument, as the same may from time to time be amended, modified or supplemented.

"Series 2015 Bonds" shall mean the Issuer’s Capital Improvement Refunding Revenue Bonds, Series 2015 (Front Beach Road Project), authorized pursuant to this Resolution and the Master Resolution.

"Term Sheet" shall mean the Term Sheet from Regions Capital Advantage, Inc. attached hereto as Exhibit "A."
SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

A. The Issuer is a municipal corporation organized under the laws of the State of Florida and is authorized under the Act to issue the Series 2015 Bonds and use the proceeds thereof for the purposes of refinancing the Refunded Bonds.

B. Based upon the advice of Public Financial Management, Inc., Orlando, Florida, the financial advisor to the Issuer (the "Financial Advisor"), it is necessary, desirable, convenient and in the best interests of the Issuer and the residents thereof to refund, defease and retire the Refunded Bonds because that refunding will result in savings with respect to the debt service that would otherwise be attributable to the Refunded Bonds, and in connection therewith, the Issuer has determined to obtain, and Regions Capital Advantage, Inc. has agreed to provide, a loan in the amount of not to exceed $43,500,000 (the "Loan"), in accordance with the Term Sheet attached hereto as Exhibit "A", subject to certain conditions herein contained, which such Loan shall be evidenced by the Series 2015 Bonds herein authorized. In the event of a conflict between the Term Sheet and this Resolution, this Resolution will prevail.

C. The Series 2015 Bonds shall be considered Bonds under the terms of the Master Resolution and be entitled to all benefits and security of the Master Resolution. The principal of and interest on the Series 2015 Bonds and all required reserve and other payments shall be payable solely from Pledged Funds. The Issuer shall never be required to levy ad valorem taxes on any real or personal property within the City of Panama City Beach, Florida to pay the principal of and interest on the Series 2015 Bonds herein authorized or to make any other payments provided for herein. The Series 2015 Bonds shall not constitute a lien upon any properties owned by or located within the boundaries of the Issuer.

D. The revenues pledged for the payment thereof are not now pledged or encumbered in any manner, except for the payment of principal and interest on the Parity Bonds.

E. The estimated revenues pledged for the payment thereof will be sufficient to pay all principal of and interest on the Series 2015 Bonds to be issued hereunder and the Parity Bonds as the same become due, and to make all required reserve or other payments required by this Resolution and the Master Resolution.

F. Due to the present instability in the market for tax-exempt obligations, the critical importance of the timing of the sale of the Series 2015 Bonds, the characteristics of the Series 2015 Bonds and the delay and potential resulting loss that would be occasioned by the Issuer from a public sale of the Series 2015 Bonds and the financial advantages available to the Issuer through a placement and negotiation of the Loan and the Series 2015 Bonds with the Lender, the Issuer deems it in the best interest of the public and the Issuer to obtain through negotiation
the Loan from the Lender and to issue and deliver the Series 2015 Bonds as evidence of the Loan.

G. The Issuer has complied with the requirements of Section 163.346, Florida Statutes, notice having duly been mailed, at least 15 days prior to the date hereof, to each taxing authority which levies ad valorem taxes on taxable real property contained within the boundaries of the Front Beach Road Community Redevelopment Area and such notice was duly published in the Panama City News Herald on February 27, 2015.

H. The Issuer has been or will be provided all applicable disclosure information required by Section 218.385(6), Florida Statutes.

SECTION 4. AUTHORIZATION OF THE REFUNDED BONDS. There is hereby authorized the refinancing of the Refunded Bonds.

SECTION 5. THIS RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Series 2015 Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Holders. The covenants and agreements herein set forth and in the Master Resolution to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Holders of any and all of the Series 2015 Bonds, all of which shall be of equal rank and without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided therein and herein.

SECTION 6. AUTHORIZATION OF SERIES 2015 BONDS. Subject and pursuant to the provisions hereof, obligations of the Issuer to be known as “Capital Improvement Refunding Revenue Bonds, Series 2015 (Front Beach Road Project)” are authorized to be issued in the principal amount of not exceeding $43,500,000.

SECTION 7. DESCRIPTION OF THE SERIES 2015 BONDS. A. The Series 2015 Bonds shall be issued as one fully registered bond; shall be numbered R-1; and shall be dated as of the date of its delivery to the Original Purchaser thereof. The Series 2015 Bonds shall be payable to the Original Purchaser, and shall bear interest equal to the Interest Rate and calculated on the basis of a 360 day year consisting of twelve 30-day months. Principal shall be payable annually on each November 1, commencing November 1, 2015 or such other date as agreed upon by the Issuer and the Original Purchaser, in such amount and on such dates as set forth in the form of the Series 2015 Bonds attached hereto as Exhibit “E.”. Interest shall be payable semiannually on each November 1 and May 1, commencing May 1, 2015. All unpaid principal and any interest accrued and unpaid shall be payable upon maturity.

The Series 2015 Bonds are being issued to evidence the Loan. The Series 2015 Bonds will not be assigned a separate rating by any municipal securities rating agency, (ii) registered with
The Depositary Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number.

B. The principal of and the interest on the Series 2015 Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of the Series 2015 Bonds, and payment of the interest on the Series 2015 Bonds shall be made by the Paying Agent on each interest payment date to the person appearing on the registration books of the Issuer hereinafter provided for as the registered Bondholder thereof, by draft or check mailed to such registered Bondholder at his address as it appears on such registration books. The principal and interest of the Series 2015 Bonds shall be payable only to the Bondholder or its legal representative without presentment.

C. The Interest Rate shall be subject to adjustment to a taxable rate equal to 3.99%, upon a determination that interest on the Series 2015 Bonds is subject to federal taxation.

D. The Bondholder may sell or transfer the Series 2015 Bonds in whole only to a single “accredited investor” as such term is defined in the Securities Act of 1933, as amended (the “1933 Act”) and Regulation D thereunder or to a “qualified institutional buyer” as defined under Rule 144A of the 1933 Act.

SECTION 8. PROVISIONS FOR REDEMPTION. The Series 2015 Bonds may be subject to redemption prior to their maturity, at the option of the Issuer, on the tenth (10th) anniversary of the delivery date of the Series 2015 Bonds and on any date thereafter. The Series 2015 Bonds shall be redeemed in whole or in part (and if in part, in inverse order of maturing installments of principal thereof) at a redemption price equal to 100% of the principal amount of the Series 2015 Bonds to be redeemed, plus accrued interest to the redemption date.

Unless waived by the Bondholder, written notice of redemption shall be given by the Issuer to the Bondholder at least five (5) Business Days prior to the date of such redemption.

SECTION 9. APPLICATION OF PROVISIONS OF THE MASTER RESOLUTION. The Series 2015 Bonds, herein authorized, shall for all purposes (except as herein expressly provided) be considered to be issued under the authority of the Master Resolution, and shall be entitled to all the protection and security provided therein for Bonds issued thereunder. The Series 2015 Bonds constitute “Additional Bonds” under the terms of the Master Resolution.

SECTION 10. APPLICATION OF SERIES 2015 BOND PROCEEDS. The proceeds received from the sale of the Series 2015 Bonds shall be applied by the Issuer simultaneously with the delivery of such Series 2015 Bonds to the purchaser thereof, as follows:
A. An amount equal to the Reserve Fund Requirement shall be deposited in the Special Account in the Reserve Fund created for the benefit of the Series 2015 Bonds.

B. A sum as provided in the Escrow Deposit Agreement shall be deposited by the Issuer in accordance with the Escrow Deposit Agreement for refunding of the Refunded Bonds.

C. The Issuer shall pay all costs and expenses in connection with the issuance, sale and delivery of the Series 2015 Bonds.

SECTION 11. SERIES 2015 BONDS NOT TO BE INDEBTEDNESS OF ISSUER. The Series 2015 Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Funds equal and ratable to the lien on the Parity Bonds, in accordance with the terms of this Resolution and the Master Resolution. No Holder of any Series 2015 Bond shall ever have the right to compel the exercise of the ad valorem taxing power of the State, Bay County or any governmental entity to pay such Series 2015 Bond or shall be entitled to payment of such Series 2015 Bond from any moneys of the Issuer except the Pledged Funds, in the manner provided in the Master Resolution and this Resolution.

The Pledged Funds shall be subject to the lien of this pledge immediately upon the issuance and delivery of the Series 2015 Bonds, without any physical delivery by the Issuer of the Pledged Funds or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind against the Issuer, in tort, contract or otherwise.

SECTION 12. RESERVE FUND REQUIREMENT. There is hereby created and established the "City of Panama City Beach Capital Improvement Revenue Bonds, Series 2015 (Front Beach Road Project) Reserve Fund". On the date of issuance of the Series 2015 Bonds there shall be on deposit therein, the Reserve Fund Requirement. The provisions of Section 4.05(D) of the Master Resolution shall apply.

SECTION 13. APPOINTMENT OF PAYING AGENT AND REGISTRAR. The Clerk is hereby appointed as Paying Agent and Registrar for the Series 2015 Bonds.

SECTION 14. SALE OF SERIES 2015 BONDS. The offer of Regions Capital Advantage, Inc. to purchase the Series 2015 Bonds is hereby accepted, and the sale of the Series 2015 Bonds is hereby awarded to the Original Purchaser. Sale of the Series 2015 Bonds is subject to satisfaction of the conditions precedent of the Original Purchaser, the satisfaction of which shall be evidenced by acceptance of the Series 2015 Bonds and payment therefor by the Original Purchaser. Prior to the issuance of the Series 2015 Bonds, the Issuer shall receive from the Original Purchaser a Purchaser's Certificate, the form of which is attached hereto as Exhibit "B."
SECTION 15. REDEMPTION OF REFUNDED BONDS.

A. The Issuer hereby irrevocably elects, effective upon and only upon the issuance of the Series 2015 Bonds, that the Refunded Bonds shall be defeased and called for redemption in accordance with the Escrow Deposit Agreement.

B. The paying agent for the Refunded Bonds is hereby authorized to provide written notice of such redemption to the registered owners of such Refunded Bonds and to any bondholder whose name and address are on file with the paying agent. The Escrow Agent is hereby authorized and directed to publish a notice of redemption, if required.

C. The Mayor, Bond Counsel and/or Escrow Agent are authorized to subscribe for United States Treasury Obligations — State and Local Government Series or to arrange for the purchase, from funds available for such purpose pursuant to the terms hereof, of other United States Treasury obligations or obligations fully guaranteed by the United States of America to the extent necessary to accomplish the defeasance and refunding of the Refunded Bonds.

D. Simultaneously with the delivery of the Series 2015 Bonds, all amounts in the Principal Account, the Interest Account and the Bond Amortization Account in the Debt Service Fund allocable to the Refunded Bonds, shall be transferred to the escrow account for deposit in accordance with the provisions of the Escrow Deposit Agreement.

SECTION 16. APPROVAL OF FORM OF ESCROW DEPOSIT AGREEMENT. Regions Bank is hereby appointed to serve as Escrow Agent (the "Escrow Agent") under the Escrow Deposit Agreement. The Escrow Deposit Agreement, in substantially the form attached hereto as Exhibit "C", is hereby approved. The Issuer hereby authorizes the Mayor and the City Clerk to execute and deliver on behalf of the Issuer the Escrow Deposit Agreement, with such changes, insertions and additions as the Mayor may approve, their execution thereof being evidence of such approval.

SECTION 17. VERIFICATION AGENT. Robert Thomas CPA, LLC is hereby appointed to serve as verification agent with respect to the defeasance and refunding of the Refunded Bonds.

SECTION 18. FEDERAL INCOME TAX COVENANTS. The Issuer covenants with the Holders of the Series 2015 Bonds that it shall not use the proceeds of such Series 2015 Bonds in any manner which would cause the interest on such Series 2015 Bonds to be or become includable in the gross income of the Holder thereof for federal income tax purposes and the Issuer further covenants with the Holders of each Series 2015 Bond that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Series 2015 Bonds from the gross income of the Holder thereof for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to
the Code. The Mayor or the City Manager is hereby authorized to approve and execute such tax certificates as are required by Bond Counsel and customarily executed for tax-exempt bonds which are necessary to reflect the covenants of the Issuer as provided in this Section.

SECTION 19. COSTS OF ISSUANCE. The costs of issuance are hereby authorized and approved as set forth on Exhibit "D" attached hereto. The City Clerk is hereby authorized to make such payments with no further authorization needed from the City Council.

SECTION 20. SUPPLEMENTAL RESOLUTION. This Resolution shall be deemed to be a Supplemental Resolution for purposes of the Master Resolution.

SECTION 21. GENERAL AUTHORITY. The Mayor, City Manager, Clerk, City Attorney and other agents and employees of the Issuer are hereby authorized to do all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Series 2015 Bonds and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the initial purchasers of the Series 2015 Bonds to effectuate the sale of the Series 2015 Bonds to said Original Purchaser.

SECTION 22. NO PERSONAL LIABILITY. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Series 2015 Bonds, or in any certificate or other instrument to be executed on behalf of the Issuer in connection with the issuance of the Series 2015 Bonds, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member of the City Council, officer, employee or agent of the Issuer in his or her individual capacity, and none of the foregoing persons nor any officer of the Issuer executing the Series 2015 Bonds, or any certificate or other instrument to be executed in connection with the issuance of the Series 2015 Bonds, shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

SECTION 23. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Series 2015 Bonds issued hereunder.

SECTION 24. THE LENDER. The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with
respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Resolution and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Resolution, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Issuer has been informed that the Issuer should discuss this Resolution and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer deems appropriate before acting on this Resolution or any such other information, materials or communications.

SECTION 25. REPEAL OF INCONSISTENT RESOLUTIONS. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 26. HEADINGS NOT A PART HEREOF. The headings preceding the several sections hereof shall be solely for convenience of reference and shall not constitute a part of this Resolution or affect its meaning, construction or effect.

SECTION 27. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.
PASSED, APPROVED AND ADOPTED this 12th day of March, 2015.

CITY OF PANAMA CITY BEACH, FLORIDA

[SEAL]

By: _______________________
    Gayle Oberst, Mayor

ATTEST:

By: _______________________
    Holly J. White
    City Clerk

By: _______________________
    Mario Gisbert
    City Manager
REGIONS CAPITAL ADVANTAGE, INC.
1900 5th Avenue North
Suite 2400
Birmingham, Alabama 35203

February 11, 2015

City of Panama City Beach, Florida

Re: Up to $50,000,000 Facility to Redeem and Retire Capital Improvement Revenue Bonds, Series 2006, of the City of Panama City Beach, Florida

Dear Holly White:

Thank you for providing Regions Capital Advantage, Inc. with the opportunity to offer a solution to redeem, retire and defease the City of Panama City Beach, Florida’s $54,835,000 initial principal amount Capital Improvement Revenue Bonds, Series 2006 (the "Refunded Bonds").

I am pleased to inform you that we have agreed to provide up to $50,000,000 (hereinafter defined as the "Loan") to enable this refinancing. This letter assumes that the Loan and Bond described below will be authorized and delivered as an "Additional Bond" under the Existing Resolution (defined below). If Bond Counsel to Borrower should determine to authorize the Loan and the Bond under a new master bond resolution and to cause the Existing Resolution to be deemed defeased and of no further force or effect, then all such terms and conditions shall be assumed to apply within the new master bond resolution.

Upon your designation of us as the selected lender, as the same shall be evidenced by your signing and returning this letter to us, we commit to working with you and your advisors to close the transaction in the most expeditious manner. Below, you will find the proposed set of terms and conditions associated with this term sheet.

Borrower: City of Panama City Beach, Florida ("Borrower")

Lender: Regions Capital Advantage, Inc. ("Lender")

Loan Up to $50,000,000 (the "Loan"). The Bond described and defined below shall be delivered to Lender as evidence of the Loan and the obligation of Borrower to repay the same.

Purpose; Escrow: The proceeds of the loan shall be used to (i) redeem and retire the Refunded Bonds and cause the same to be "deemed paid" in accordance with Section 9.01 of the Existing Resolution as of the date of issuance of the Bond, and (ii) pay issuance costs respecting the Bond.
Proceeds from the Bond to redeem and retire the Refunded Bonds shall be deposited into an irrevocable escrow fund (the "Escrow Fund") created under an Escrow Trust Agreement between the Borrower and Regions Bank, as paying agent for the Refunded Bonds (the "Escrow Trust Agreement"). Amount on deposit in the Escrow Fund shall be used to pay maturing installments of principal and interest on the Refunded Bonds through and including November 1, 2016, and to pay, on November 1, 2016, the redemption price of those of the Refunded Bonds scheduled to mature in 2017 and thereafter.

The Bond: Amortization:

As evidence of the Loan and of the obligation of the Borrower to repay the same, the Borrower shall issue a single limited obligation revenue bond designated "Capital Improvement Revenue Refunding Bond, dated the date of the closing (the "Bond") payable from and secured by the Pledged Revenues (defined below). Principal of the Bond shall be payable in annual installments on November 1, commencing November 1, 2015 through and including November 1, 2031, unless the City desires a different term that is acceptable to Lender. Principal shall be amortized over this period in amounts computed pro-rata against the current outstanding principal scheduled amortization (including scheduled mandatory redemption) of the Refunded Bonds, unless the City prefers a different amortization schedule that is acceptable to Lender.

Interest Rate: Interest Payments:
The Bond shall be issued on a tax-exempt basis. Interest on the Bond shall be computed at a fixed per annum rate equal to the 10 Year UST plus 76 basis points as of the date this letter is signed and returned to us, unless such time is after 1:30 Central Time in which case as of the immediately succeeding business day (in which case Lender will confirm via email to you the fixed rate). For point of reference only, the 10 Year UST plus 76 basis points on the date hereof (February 11, 2015) equals 2.75%. The interest rate of the Bond shall be subject to adjustment at a rate equal to 10 Year UST of the date of the date of determination of taxability, plus 202 basis points. upon a determination that interest on the Bond is subject to federal taxation.

Interest will be computed on 30/360 basis and will be payable on November 1, 2015, and on each May 1 and November 1 thereafter.

No CUSIP/Rating: The Bond will not have a CUSIP number and will not be registered under the book-entry only system of the Depository Trust Company. The Bond will not be assigned a rating.

Security: The Bond shall be secured by and payable from the same source of revenues as the Refunded Bonds including, without limitation, a first lien
on (1) the FBRCRA Redevelopment Trust Fund Revenues (being revenues derived from the Front Beach Road Community Redevelopment Area and received by the Panama City Beach Community Redevelopment Agency (the "Agency") from Bay County, Florida (the "County") and from any other taxing authority for deposit into the FBRCRA Tax Increment Trust Fund, and (2) any special assessments presently or hereafter levied against lands or properties benefitted by the improvements financed or refinanced by the Refunded Bonds (collectively, "Pledged Funds"). The Bond shall be further secured by the Reserve Fund created in the resolution or resolutions (the "Existing Resolution") pursuant to which the Refunded Bonds were authorized and any other funds or accounts of the same securing bonds issued thereunder.

Redemption: The Bond shall be subject to optional redemption prior to maturity on [the 10th anniversary of delivery thereof], and on any date thereafter, at and for a price equal to the principal amount to be redeemed plus accrued interest to the date set for redemption and upon five (5) business day's notice to Lender. The principal installments to be redeemed shall be in inverse order of maturity thereof in the event less than all principal of the Bond is to be redeemed.

Opinions: Lender shall receive an unqualified opinion of Bond Counsel to the Borrower that the Bond is validly issued and enforceable, that the Pledged Funds have been duly pledged to the Bond, that the Bond has been validly issued in accordance with the requirements of the Existing Resolution for issuance of Additional Bonds. that interest on the Bond is exempt from federal and State of Florida income taxation, that the Existing Resolution and/or any supplements thereto adopted in connection with the Bond are validly adopted and in effect, that the Agency Interlocal Agreement is valid and in due force or effect, and such other matters of law as may be reasonably requested by Lender or its counsel.

Additional Bonds: The Borrower shall have the right to issue additional obligations secured by the Pledged Funds on parity with the Bond upon satisfaction of the conditions set forth in Article VI of the Existing Resolution.

Fees: The Borrower shall be responsible for payment of all fees and expenses incident to the transactions herein described including, without limitation, bond counsel fee and expenses, reasonable fees of counsel to Lender, fees for any escrow trustee for the Refunded Bonds, and fees for any verification agent services, if any. Please be advised that our counsel has given us a fee quote of not to exceed $22,500 for this financing.
Principal Financial
Covenants;
Representations and
Warranties of
Borrower and Events
of Default and
Remedies:

As set forth in the Existing Resolution. Also, the Borrower and, if possible, the Agency shall represent and warrant no other obligations exist payable from or secured by any of the Pledged Revenues other than the Refunded Bonds.

Official Statement: None required. Lender will make standard investment representations in a letter (the "Lender Letter") required by Rule 15c2-12.

Participation: Lender reserves the right to sell or transfer the Bond or any interests therein, including participation interests. Any buyer or participant shall be a qualified institutional investor and must sign a letter substantially similar to the Lender Letter to be executed by the Lender at closing.

Agency and County
Interlocal
Agreements:

Borrower shall take all required actions and obtain all necessary approvals to ensure Lender will be (i) a third-party beneficiary of the Agency Interlocal Agreement that is entitled to enforce the Borrower's right to receive the FBRCRA Tax Increment Revenues required to be paid thereunder and (ii) a third-party beneficiary of the Interlocal Agreement dated July 5, 2005, as amended, between the Agency, Borrower and the County (the "County Interlocal Agreement") for the purpose of requiring the County to fund the FBRCRA Tax Increment Revenues thereunder.

The term "FBRCRA Redevelopment Trust Fund Revenues" means those revenues that are (i) derived from the Front Beach Road Community Redevelopment Area and received by the Agency from the County and any other "taxing authority" (as defined in the Act or any successor statute) for deposit in the FBRCRA Tax Increment Trust Fund established in accordance with the Act (collectively, the "FBRCRA Tax Increment Revenues") and (ii) paid by the Agency to the Borrower pursuant to an Interlocal Agreement dated June 20, 2002, as amended, between the Borrower and the Agency (the "Agency Interlocal Agreement").

Closing Documents: At closing, Borrower shall cause to be delivered such documents, agreements and opinions set forth herein and as shall be necessary in connection with the Bond including, without limitation, (i) a certified copy of the resolution or resolutions authorizing issuance of the Bond and calling the Refunded Bonds for redemption and payment, (ii) a certified copy of any meetings of the County, the Agency or any other public
bodies incident to this financing, (iii) a signed copy of the Escrow Trust Agreement, (iv) a certified copy of the Existing Resolution and any supplements thereto respecting the Bond, (v) a certified copy of the Agency Interlocal Agreement and any amendments thereto required in connection with the Bond, (vi) the signed Bond in form and substance acceptable to Lender or its counsel, (vii) the IRS Form 8038-G, the (viii) the tax certificate and agreement, (ix) the escrow verification report (if one is required for defeasance or if one is otherwise desired by the Borrower, and (x) such other certificates, documents, instruments, agreements or opinions as may be reasonably requested. All such documents shall be prepared by bond counsel to the Borrower.

Disclaimer:

This letter describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This letter does not purport to summarize all documents, agreements, instruments, conditions, or other provisions that may be contained in documents required to consummate the Loan and the Bond. These terms are confidential and may not be disclosed to third parties without the prior consent of the Lender.

Upon return by the Borrower to the Lender of a fully executed copy of this term sheet, by the time set forth below, this term sheet will constitute an agreement of the Borrower to accept the terms and conditions set out above regarding the Loan and the Bond. If accepted, this borrowing must close on or before March 31, 2015 (the "Expiration Date"). Following said date this letter shall be of no further force or effect, unless extended in writing by Lender and Borrower. Any extension of the Expiration Date is subject to the Lender’s sole consent. The undersigned individual covenants that he/she has the authority to execute and deliver this letter proposal on behalf of Borrower.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Sincerely,

[Signature]

David K. Germany
Vice President

Signed and accepted on this 11 day of February, 2015.

City of Panama City, Florida

By: ________________________________

Title: ________________________________
EXHIBIT "B"

FORM OF PURCHASER'S CERTIFICATE

Regions Capital Advantage, Inc., a Tennessee corporation (the "RCA") has agreed to make a loan in the principal amount of $____________ (the "Loan") to the City of Panama City, Florida (the "Issuer"), the repayment of which is evidenced by the Issuer's Capital Improvement Refunding Revenue Bonds, Series 2015 (Front Beach Road Project), in the principal amount of $____________ (the "Series 2015 Bond"). In connection with the foregoing and in consideration for its acquisition of the Series 2015 Bonds, RCA hereby certifies follows:

RCA has not required the Issuer to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with Loan and the Series 2015 Bond, and no inference should be drawn that the Purchaser, in the acceptance of the Series 2015 Bond, is relying on Bryant Miller Olive P.A., as Bond Counsel or Harrison Sale McCloy, as City Attorney as to any such matters other than the legal opinions rendered by Bond Counsel and by the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. 06-60 adopted on August 16, 2006, as supplemented by Resolution No. 15-69 adopted on March 12, 2015 (collectively, the "Resolution").

We are aware that the making of the Loan and the acquisition of the Series 2015 Bond involves various risks, that the Series 2015 Bond is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Series 2015 Bond is secured solely from the sources described in the Resolution (the "Pledged Funds").

We have made such independent investigation of the Pledged Funds as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our decision to make the Loan and acquire the Series 2015 Bond, we have relied upon the accuracy of information which has been provided to us.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Series 2015 Bond and can bear the economic risk of our investment in the Series 2015 Bond.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended, and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are making the Loan and acquiring the Series 2015 Bond for our own account and not with a present view towards a resale or other distribution to the public; provided, however, that RCA reserves the right to sell,
transfer or dispose of the Series 2015 Bond in accordance with its own judgment and in compliance with all applicable federal and state securities laws then in effect, and any person to whom RCA sells, transfers or disposes of the Series 2015 Bond will also be an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act or a "qualified institutional investor" under 144A of the Securities Act. We understand that the Series 2015 Bond may not be transferred in a denomination less than the par amount outstanding at the time of transfer.

We are not making the Loan and acquiring the Series 2015 Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

RCA and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to the Resolution and any other information, materials or communications provided by RCA: (a) RCA and its representatives are not recommending an action to any municipal entity or obligated person; (b) RCA and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to the Resolution, information, materials or communications; (c) RCA and its representatives are acting for their own interests; and (d) the Issuer has been informed that the Issuer should discuss the Resolution and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer deems appropriate before acting on the Resolution or any such other information, materials or communications.
We are an "accredited investor" within the meaning of the Securities Act of 1933, as amended (the "1933 Act"), and Regulation D thereunder or a "qualified institutional buyer" under Rule 144A of the 1933 Act.

DATED this _____ day of _____, 2015.

[BANK]

By: ________________________________
Name: _____________________________
Title: ______________________________
ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of March ___, 2015, by and between the CITY OF PANAMA CITY BEACH, FLORIDA (the "Issuer"), and REGIONS BANK, a state banking corporation organized under the laws of the State of Alabama having a designated corporate trust office in Jacksonville, Florida, as Escrow Agent and its successors and assigns (the "Escrow Agent");

WITNESSETH:

WHEREAS, the Issuer has previously authorized and issued obligations, hereinafter defined as "Refunded Bonds", as to which the Total Debt Service (as hereinafter defined) is set forth on Schedule A; and

WHEREAS, the Issuer has determined to provide for payment of the Total Debt Service of the Refunded Bonds by depositing with the Escrow Agent an amount which together with investment earnings thereon is at least equal to such Total Debt Service; and

WHEREAS, in order to obtain the funds needed for such purpose, the Issuer has authorized and is, concurrently with the delivery of this Agreement, issuing its Bonds as defined herein; and

WHEREAS, the execution of this Escrow Deposit Agreement and full performance of the provisions hereof shall defease and discharge the Issuer from the aforesaid obligations;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Issuer and the Escrow Agent agree as follows:

SECTION 1. Definitions. As used herein, the following terms mean:

(a) "Agreement" means this Escrow Deposit Agreement.

(b) "Annual Debt Service" means the interest, principal and redemption on the Refunded Bonds coming due in such year as shown on Schedule A attached hereto and made a part hereof.

(c) "Bonds" means Capital Improvement Refunding Revenue Bonds, Series 2015 (Front Beach Road Project).

(d) "Eligible Securities" means direct, full faith and credit, non-callable obligations of the United States of America.

(e) "Escrow Account" means the account hereby created and entitled Escrow Account established and held by the Escrow Agent pursuant to this Agreement, in which cash and
investments will be held for payment of the principal of and accrued interest on the Refunded Bonds as they become due and payable.

(f) "Escrow Agent" means Regions Bank having a designated corporate trust office in Jacksonville, Florida, and its successors and assigns.

(g) "Escrow Requirement" means, as of any date of calculation, the sum of an amount in cash and principal amount of Federal Securities in the Escrow Account which together with the interest to become due on the Federal Securities will be sufficient to pay the Total Debt Service on the Refunded Bonds in accordance with Schedule A.

(h) "Issuer" means the City of Panama Beach City, Florida, and its successors and assigns.

(i) "Resolution" means Resolution No. 06-60 adopted on August 16, 2006, as supplemented by Resolution No. _____ adopted on March 12, 2015.

(j) "Refunded Bonds" a portion of the Issuer's outstanding $54,835,000 Capital Improvement Revenue Bonds, Series 2006 (Front Beach Road Project).

(k) "Total Debt Service" means the sum of the principal, premium and interest remaining unpaid with respect to the Refunded Bonds in accordance with Schedule A attached hereto.

SECTION 2. Deposit of Funds. The Issuer hereby deposits $___________ with the Escrow Agent for deposit into the Escrow Account, in immediately available funds, which funds the Escrow Agent acknowledges receipt of, to be held in irrevocable escrow by the Escrow Agent separate and apart from other funds of the Escrow Agent and applied solely as provided in this Agreement. $___________ of such funds are being derived from proceeds of the Bonds. $___________ of such funds are being derived from legally available funds of the Issuer. The Issuer represents that such securities and funds are at least equal to the Escrow Requirement as of the date of such deposit.

SECTION 3. Use and Investment of Funds. The Escrow Agent acknowledges receipt of the sums described in Section 2 and agrees:

(a) to hold the funds and investments purchased pursuant to this Agreement in irrevocable escrow during the term of this Agreement for the sole benefit of the Holders of the Refunded Bonds;

(b) to immediately invest $___________ of such funds derived from the proceeds of the Bonds and other legally available funds of the Issuer in the Eligible Securities set forth on
Schedule C attached hereto, to hold $_______ in cash and to hold such securities and cash in accordance with the terms of this Agreement;

(c) in the event the securities described on Schedule C cannot be purchased, substitute securities may be purchased with the consent of the Issuer but only upon receipt of verification from an independent certified public accountant that the cash and securities deposited will not be less than the Escrow Requirement and only upon receipt of an opinion of Bryant Miller Olive P.A., that such securities constitute Eligible Securities for purposes of this Agreement, and such substitution shall not affect the tax exempt status of interest on the Bonds or the Refunded Bonds; and

(d) there will be no investment of funds except as set forth in this Section 3 and Section 5 hereof.

SECTION 4. Payment of Bonds and Expenses.

(a) Refunded Bonds. On the dates and in the amounts set forth on Schedule A, the Escrow Agent shall transfer to the Paying Agent for the Refunded Bonds (the "Paying Agent"), in immediately available funds solely from amounts available in the Escrow Account, a sum sufficient to pay that portion of the Annual Debt Service for the Refunded Bonds coming due on such dates, as shown on Schedule A.

(b) Expenses. On each of the due dates as shown on Schedule B, the Escrow Agent shall pay the portion of the expenses coming due on such date to the appropriate payee or payees designated on Schedule B or designated by separate certificate of the Issuer.

(c) Surplus. After making the payments from the Escrow Account described in Subsections 4(a) and (b) above, the Escrow Agent shall retain in the Escrow Account any remaining cash in the Escrow Account in excess of the Escrow Requirement until the termination of this Agreement, and shall then pay any remaining funds to the Issuer for deposit into the Debt Service Fund to pay interest on the Bonds.

(d) Priority of Payments. The Holders of the Refunded Bonds shall have an express first priority security interest in the funds and Eligible Securities in the Escrow Account until such funds and Eligible Securities are used and applied as provided in this Agreement.

SECTION 5. Reinvestment. (a) Except as provided in Section 3 and in this Section, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Eligible Securities held hereunder.

(b) At the written request of the Issuer, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer or otherwise dispose of any of the Eligible Securities acquired hereunder and shall substitute other Eligible Securities and reinvest any excess
receipts in Eligible Securities. The Issuer will not request the Escrow Agent to exercise any of the powers described in the preceding sentence in any manner which will cause interest on the Bonds to be included in the gross income of the Holders thereof for purposes of Federal income taxation. The transactions may be effected only if (i) an independent certified public accountant selected by the Issuer shall certify or opine in writing to the Issuer and the Escrow Agent that the cash and principal amount of Eligible Securities remaining on hand after the transactions are completed will be not less than the Escrow Requirement, and (ii) the Escrow Agent shall receive an opinion from a nationally recognized bond counsel acceptable to the Issuer to the effect that the transactions, in and by themselves will not cause interest on such Bonds or the Refunded Bonds to be included in the gross income of the Holders thereof for purposes of Federal income taxation and such substitution is in compliance with this Agreement.

SECTION 6. **No Redemption or Acceleration of Maturity.** Except as set forth in the Resolution and reflected on Schedule A hereto, the Issuer will not accelerate the maturity of, or exercise any option to redeem before maturity, any Refunded Bonds.

SECTION 7. **Responsibilities of Escrow Agent.** The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the funds deposited therein, the purchase of the Eligible Securities, the retention of the Eligible Securities or the proceeds thereof or for any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent or non-willful act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be responsible for its negligent or willful failure to comply with its duties required hereunder, and its negligent or willful acts, omissions or errors hereunder. The duties and obligations of the Escrow Agent may be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the Issuer, at the Issuer’s expense and in reliance upon the opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Issuer.

SECTION 8. **Resignation of Escrow Agent.** The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer, any rating agency then providing a rating on either the Refunded Bonds or the Bonds, and the Paying Agent for the Refunded Bonds not less than sixty (60) days before such resignation shall take effect. Such resignation shall not take effect until the appointment of a new Escrow Agent hereunder.

(a) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the Holders of not less than fifty-one percentum (51%) in aggregate principal amount of the Refunded Bonds then outstanding, such instruments to be filed with the Issuer, and notice in writing given by such Holders to the original purchaser or purchasers of the Bonds and published by the Issuer once in a newspaper of general circulation in the territorial limits of the Issuer, and in a daily newspaper or financial journal of general circulation in the City of New York, New York, not less than sixty (60) days before such removal is to take effect as stated in said instrument or instruments. A photographic copy of any instrument filed with the Issuer under the provisions of this paragraph shall be delivered by the Issuer to the Escrow Agent.

(b) The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent by any court of competent jurisdiction upon the application of the Issuer or the Holders of not less than five percentum (5%) in aggregate principal amount of the Bonds then outstanding, or the Holders of not less than five percentum (5%) in aggregate principal amount of the Refunded Bonds then outstanding.

(c) The Escrow Agent may not be removed until a successor Escrow Agent has been appointed in the manner set forth herein.

SECTION 10. Successor Escrow Agent.

(a) If at any time hereafter the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the Issuer shall appoint an Escrow Agent to fill such vacancy and, upon such appointment, all assets held hereunder shall be transferred to such successor. The Issuer shall either (i) publish notice of any such appointment made by it once in each week for four (4) successive weeks in a newspaper of general circulation published in the territorial limits of the Issuer and in a daily newspaper or financial journal of general circulation in the City of New York, New York, or (ii) mail a notice of any such appointment made by it to the Holders of the Refunded Bonds within thirty (30) days after such appointment.

(b) At any time within one year after such vacancy shall have occurred, the Holders of a majority in principal amount of the Bonds then outstanding or a majority in principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by either group of such bondholders and filed with the governing body of the Issuer, may appoint a successor Escrow Agent, which shall supersede any Escrow Agent theretofore appointed by the
Issuer. Photographic copies of each such instrument shall be delivered promptly by the Issuer, to the predecessor Escrow Agent and to the Escrow Agent so appointed by the bondholders. In the case of conflicting appointments made by the bondholders under this paragraph, the first effective appointment made during the one year period shall govern.

(c) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section, the holder of any Refunded Bonds then outstanding, or any retiring Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

(d) Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer the bond administration portion of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Escrow Agent hereunder and vested with all the trust, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any parties hereto, anything herein to the contrary notwithstanding, provided such successor shall have reported total capital and surplus in excess of $15,000,000, provided that such successor Escrow Agent assumes in writing all the trust, duties and responsibilities of the Escrow Agent hereunder.

SECTION 11. Payment to Escrow Agent. The Escrow Agent hereby acknowledges that it has agreed to accept compensation under the Agreement in the sum of $_______ payable at closing, for services to be performed by the Escrow Agent pursuant to this Agreement, plus out-of-pocket expenses (including attorneys fees) to be reimbursed at cost from legally available funds of the Issuer. The Escrow Agent shall have no lien or claim against funds in the Escrow Account for payment of obligations due it under this Section.

SECTION 12. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Bonds have been paid and discharged in accordance with the proceedings authorizing the Refunded Bonds.

SECTION 13. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, notice of such event shall be sent to the municipal bond insurer(s) for the Refunded Bonds, if any, as well as Moody's Investors Service, Inc., Fitch Ratings, Inc., and Standard & Poor's Ratings Services (but only to the extent such agencies have a rating outstanding on any of the Refunded Bonds), and while such covenant or agreements herein contained shall be null and void and shall in no way affect the validity of the remaining provisions of this Agreement.
SECTION 14. Amendments to this Agreement. This Agreement is made for the benefit of the Issuer and the Holders from time to time of the Refunded Bonds and the Bonds and it shall not be repealed, revoked, altered or amended in whole or in part without the written consent of all affected Holders, the Escrow Agent and the Issuer; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, such Holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such Holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Escrow Agent, for the benefit of the Holders of the Bonds and the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such Holders or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall, at its option, be entitled to request at the Issuer's expense and rely exclusively upon an opinion of nationally recognized attorneys on the subject of municipal bonds acceptable to the Issuer with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the Holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section. Prior written notice of such amendments, together with proposed copies of such amendments shall be provided to Moody’s Investors Service, Fitch Ratings, Inc., and Standard & Poor’s Ratings Services (but only to the extent such agencies have a rating outstanding), each rating agency then providing a rating on the Refunded Bonds.

SECTION 15. Indemnity. To the extent permitted by law, the Issuer hereby assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against at any time, the Escrow Agent (whether or not also indemnified against the same by the Issuer or any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Agreement, the establishment of the Escrow Account established hereunder, the acceptance of the funds and securities deposited therein, the purchase of the Eligible Securities, the retention of the Eligible Securities or the proceeds thereof and any payment, transfer or other application of funds or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the Issuer shall not be required to indemnify the Escrow Agent against its own negligence or willful misconduct. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section.
The indemnities contained in this Section shall survive the termination of this Agreement. The Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Escrow Requirement. Furthermore, the Escrow Agent shall not be liable for the accuracy of the calculation as to the sufficiency of moneys and the principal amount of Eligible Securities and the earnings thereon to pay the Escrow Requirement.

SECTION 16. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 17. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida without regard to conflict of law principles.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

CITY OF PANAMA BEACH CITY, FLORIDA

(SEAL) By: ____________________________

Mayor

ATTEST:

By: ____________________________

Holly White, City Clerk
ESCROW DEPOSIT AGREEMENT

REGIONS BANK

(SEAL)

By: __________________________
Name: _________________________

Title: _________________________

ATTEST:

By: __________________________
Name: _________________________

Title: _________________________
SCHEDULE A

TOTAL DEBT SERVICE
FOR
REFUNDED BONDS

Debt Service

<table>
<thead>
<tr>
<th>Period Ending</th>
<th>Interest</th>
<th>Principal Redeemed</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

AGENDA ITEM #
SCHEDULE B

EXPENSES TO BE PAID BY ESCROW AGENT

Date: 

<table>
<thead>
<tr>
<th>Name of Payee and Payee Payment Information</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE C

SCHEDULE OF ELIGIBLE SECURITIES
EXHIBIT "D"

COSTS OF ISSUANCE

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Par Amount</td>
<td>$43,500,000</td>
</tr>
<tr>
<td>Bond Counsel Fee</td>
<td>43,500  *</td>
</tr>
<tr>
<td>Issuer and Agency Counsel</td>
<td>43,500</td>
</tr>
<tr>
<td>Financial Advisor Fee</td>
<td>30,000  *</td>
</tr>
<tr>
<td>Original Purchaser's Counsel</td>
<td>22,500</td>
</tr>
<tr>
<td>Escrow Structuring Fee(1)</td>
<td>2,500   *</td>
</tr>
<tr>
<td>Verification Agent Fee</td>
<td>1,450</td>
</tr>
<tr>
<td>Escrow Agent Fee</td>
<td>1,500</td>
</tr>
<tr>
<td>Misc.</td>
<td>10,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$154,950</strong></td>
</tr>
</tbody>
</table>

* Fees are based on not to exceed $43,500,000 of Bonds.
(1) This fee will be $25,000 if a competitively bid open market treasury escrow is completed.
EXHIBIT "E"

FORM OF BOND

No. R-______ $_______

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF BAY
CITY OF PANAMA CITY BEACH
CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS
SERIES 2015 (FRONT BEACH ROAD PROJECT)

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Final Principal Installment Date</th>
<th>Date of Original Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subject to adjustment

Registered Holder:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that the City of Panama City Beach, Florida, a municipal corporation duly and validly existing under and by virtue of the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the sources of payment hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, the Principal Amount identified above in annual installments on November 1 in the years as provided on Schedule I attached hereto and interest (calculated on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum identified, subject to adjustment to a rate of 3.99% in the event interest hereon is determined to be subject to federal income taxation, above on November 1 and May 1 of each year commencing May 1, 2015 until such Principal Amount shall have been paid or provided for, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

Such Principal Amount and interest and the premium, if any, on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount and the premium, if any, on this Bond, are payable, at the office of the City Clerk of City of Panama City Beach, Florida, as paying agent, or such other paying agent as the
Issuer shall hereafter duly appoint (the “Paying Agent”). Payment of each installment of interest shall be made to the person in whose name this Bond shall be registered on the registration books of the Issuer maintained by Paying Agent, as registrar, or such other registrar as the Issuer shall hereafter duly appoint (the “Registrar”), at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding each interest payment date and shall be paid by a check or draft of the Paying Agent mailed to such Registered Holder at the address appearing on such registration books or at the request and expense of such Registered Holder, by bank wire transfer for the account of such Holder. In the event interest payable on this Bond is not punctually paid or duly provided for by the Issuer on such interest payment date, payment of each installment of such defaulted interest shall be made to the person in whose name this Bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Registered Holder, not less than ten (10) days preceding such special record date.

This Bond is an authorized issue of the Issuer in the principal amount of $_______, (the “Bond”), issued to refinance a portion of the Issuer’s outstanding $54,835,000 Capital Improvement Revenue Bonds, Series 2006 (Front Beach Road Project), in and for the Issuer, under the authority of laws of the State of Florida, particularly Chapter 166, Part II, Florida Statutes and Chapter 163, Part III, Florida Statutes, as amended, and other applicable provisions of law (the “Act”), and a resolution duly adopted by the City Council of the City of Panama City Beach, Florida on August 16, 2006, as supplemented by a resolution duly adopted on March 12, 2015 (collectively, the “Resolution”), and is subject to all the terms and conditions of the Resolution.

The principal of, premium, if any, and interest on this Bond is payable solely from and secured by a lien upon and a pledge of the Pledged Revenues (as defined in the Resolution), and, until applied in accordance with the provisions of the Resolution, the proceeds of the Bond and all moneys, including investments thereof, in certain of the funds and accounts established pursuant to the Resolution, all in the manner and to the extent described in the Resolution (collectively, the “Pledged Funds”). It is expressly agreed by the Registered Holder of this Bond that the full faith and credit of neither the Issuer, Bay County, the State of Florida, nor any political subdivision thereof, is pledged to the payment of the principal of or premium, if any, or interest on this Bond and that the Registered Holder shall never have the right to require or compel the exercise of any taxing power of the Issuer, Bay County, the State of Florida, or any political subdivision thereof, to the payment of such principal, premium, if any, and interest. The Issuer has no power to levy or collect ad valorem taxes. This Bond and the obligation evidenced hereby shall not constitute a lien upon the property of the Issuer, except the Pledged Funds, and shall be payable solely from the Pledged Funds in accordance with the terms of the Resolution.
Neither the City Council members of the Issuer nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

The Bond may be subject to redemption prior to its maturity, at the option of the Issuer, on the tenth (10th) anniversary of the delivery date of the Bond and on any date thereafter. The Bond shall be redeemed in whole or in part (and if in part, in inverse order of maturing installments of principal thereof) at a redemption price equal to 100% of the principal amount of the Bond to be redeemed, plus accrued interest to the redemption date.

Unless waived by the Holder, written notice of redemption shall be given by the Issuer to the Holder at least five (5) Business Days prior to the date of such redemption.

This Bond is and has all the qualities and incidents of a negotiable instrument under the laws of the State of Florida, but may be transferred only in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder in person or by such Holder’s attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or such Holder’s attorney duly authorized in writing, and thereupon a new Bond in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, prescribed in the Resolution. This Bond is issuable in fully registered form. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of this Bond during the fifteen (15) days next preceding an interest payment date, or in the case of any proposed redemption of this Bond or any portion hereof, then for the amount of this Bond subject to redemption, during the fifteen (15) days next preceding the date of the first mailing of the notice of such redemption and continuing until such redemption date established for this Bond.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in connection with the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the Constitution and laws of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Registrar.
IN WITNESS WHEREOF, the City of Panama City Beach, Florida has issued this Bond and has caused the same to be executed by the manual or facsimile signature of its Mayor and City Manager and attested and countersigned by the manual or facsimile signature of its City Clerk and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the ____ day of __________, 2015.

CITY OF PANAMA CITY BEACH, FLORIDA

(SEAL)

By:________________________
Name:_______________________
Title:  Mayor

By:________________________
Name:_______________________
Title:  City Manager

ATTESTED AND COUNTERSIGNED:

By:________________________
Name:_______________________
Title:  City Clerk
CERTIFICATE OF AUTHENTICATION

This Bond is described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

__________, 2015

City Clerk,
Registrar

By: ____________________________
Authorized Signatory

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN-- as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- 

(Cust.)

Custodian for

under Uniform Transfer to Minors Act of

(State)

Additional abbreviations may also be used though not in list above.
ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Insert Social Security or Other Identifying Number of Assignee

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint ____________________, as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: ______________________

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.
# Schedule 1

## Debt Service Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Principal</th>
<th>Interest</th>
<th>Total</th>
</tr>
</thead>
</table>

AGENDA ITEM #
REGULAR AGENDA

ITEM #8*,

RESOLUTION 15-70
RESOLUTION NO. 15-70

A JOINT RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA AND THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY PROVIDING FOR CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDER OF THE NOT TO EXCEED $43,500,000 CITY OF PANAMA CITY BEACH, FLORIDA CAPITAL IMPROVEMENT REFUNDING REVENUE BOND, SERIES 2015 (FRONT BEACH ROAD PROJECT); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Panama City Beach Community Redevelopment Agency (the "Agency") has requested that the City of Panama City Beach, Florida (the "Issuer") issue its not to exceed $43,500,000 Capital Improvement Refunding Revenue Bond, Series 2015 (Front Beach Road Project) (the "Bond") to refund a portion of the Issuer’s outstanding Capital Improvement Revenue Bonds, Series 2006 (Front Beach Road Project) (the "Series 2006 Bonds") in furtherance of the Front Beach Road Community Redevelopment Plan; and

WHEREAS, the Issuer desires to issue the Bond payable from Tax Increment Revenues received from the Agency;

WHEREAS, the Issuer, the Agency and Bay County, Florida (the "County") have previously entered into the Interlocal Agreement dated July 5, 2005 (the "County Interlocal Agreement"), which provides for the transfer of the Tax Increment Revenues from the County to the Agency;

WHEREAS, the Issuer and the Agency have previously entered into the Interlocal Agreement dated June 20, 2002 (the "Agency Interlocal Agreement"), which provides for the transfer of certain amounts of the Tax Increment Revenues from the Agency to the Issuer; and

WHEREAS, the Issuer and the Agency desire to provide certain covenants for the benefit of the holder of the Bond.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA AND THE BOARD OF THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. COVENANTS. In consideration of reliance upon these presents, the Issuer hereby covenants so long as the Bond shall remain Outstanding:
(A) The Issuer will take all actions required or useful pursuant to the County Interlocal Agreement to require the County to transfer to the Tax Increment Trust Fund all tax increment revenue due, including without limitation any Increased Millage Increment as that term is defined in the County Interlocal Agreement, and refrain from any action which would permit such increased Millage Increment to be credited or returned to the County prior to the payment in full of the Debt Service Requirement on the Bonds for the current or ensuing Bond Year, as appropriate, together with any amounts required to be deposited in the Reserve Fund and the Supplemental Reserve Fund pursuant to the Master Resolution (as defined below); plus reimbursement to the Issuer of any moneys advanced for payments to the Debt Service Fund.

(B) The Issuer hereby explicitly recognizes the holder of the Bond as being a third-party beneficiary under the (i) County Interlocal Agreement for the purpose of requiring the County to fund the Tax Increment Revenues as thereby agreed and (ii) the Agency Interlocal Agreement for the purpose of requiring the Agency to fund the Tax Increment Revenues thereunder.

SECTION 2. COVENANTS. In consideration of reliance upon these presents, the Agency hereby covenants so long as any of the Bonds shall remain Outstanding:

(A) The Agency will take all actions required or useful pursuant to the County Interlocal Agreement to require the County to transfer to the Tax Increment Trust Fund all tax increment revenue due, including without limitation any Increased Millage Increment as that term is defined in the County Interlocal Agreement, and refrain from any action which would permit such Increased Millage Increment to be credited or returned to the County prior to the payment in full of the Debt Service Requirement on the Bonds for the current or ensuing Bond Year, as appropriate, together with any amounts required to be deposited in the Reserve Fund and the Supplemental Reserve Fund pursuant to the Master Resolution, plus reimbursement to the Issuer of any moneys advanced for payments to the Debt Service Fund.

(B) The Agency hereby explicitly recognizes the holder of the Bond as being a third-party beneficiary under (i) the County Interlocal Agreement for the purpose of requiring the County to fund the Tax Increment Revenues as thereby agreed and (ii) the Agency Interlocal Agreement for the purpose of requiring the Agency to fund the Tax Increment Revenues thereunder.

SECTION 3. REPEAL OF INCONSISTENT RESOLUTIONS. Except for Resolution 06-61 making materially identical Covenants in favor of the holders of any outstanding Series 2006 Bonds, all resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 4. DEFINITIONS. All capitalized undefined terms used therein shall have the meaning ascribed to them in Resolution No. 06-60 adopted by the Issuer on August 16, 2006 (the "Master Resolution").

Resolution 15-70
Joint City & CRA Resolution
Page 2 of 3
SECTION 5. HEADINGS NOT A PART HEREOF. The headings preceding the several sections hereof shall be solely for convenience of reference and shall not constitute a part of this Resolution or affect its meaning, construction or effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 12th day of March, 2015.

CITY OF PANAMA CITY BEACH, FLORIDA

By: ________________________________
    Gayle F. Oberst, Mayor

ATTEST:

By: ________________________________
    Holly J. White
    City Clerk

By: ________________________________
    Mario Gisbert, City Manager

PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY

By: ________________________________
    Gayle F. Oberst, Chairperson

ATTEST:

By: ________________________________
    Holly J. White
    Clerk

By: ________________________________
    Mario Gisbert, Executive Director
REGULAR AGENDA
ITEM #9,

RESOLUTION 15-71
RESOLUTION 15-71

BE IT RESOLVED that appropriate officers of the City are authorized and directed to attempt to negotiate a Construction Management Agreement (including the form of the Construction Contract) with one of the Firms in the following order of ranking: First- GAC Contractors,

Second- Reliant South Construction Group, and

Third- Childers Construction,

with such changes and additions as may be approved by the City Manager, and to return the negotiated Agreement to the City Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly J. White, City Clerk
Memorandum

To: City Council Members

CC: Paul Casto, Drew Whitman, Al Shortt, Mel Leonard, John Alaghemand

From: Mario Gisbert

Date: March 6, 2015

Subject: Staff Rankings of “At Risk” Construction Managers for the Proposed City Campus Police Department and Public Works buildings

Staff prepared and advertised a Request for Qualifications (RFQ) in accordance with Florida Statute 287.055, related to retaining an “At Risk” Construction Manager to assist the City in implementing the initial construction elements of City administrative campus Master Plan, namely:

1. Construction of a free standing Public Works Facility, and
2. Construction of a free standing Police Department Facility,
3. Construction of Campus Infrastructure to support the Master Plan, and
4. Demolition and removal of certain current facilities on Campus.

Work is anticipated to proceed in three phases:

Phase I is pre-construction services including value engineering the plans in coordination with the architects and engineers who prepared them, and based upon the plans as may be modified with the City’s approval, delivering a binding Guaranteed Maximum Price (“GMP”) to construct the Project.

Phase II-A. If the GMP is accepted by the City, Phase II is construction services to deliver the two free standing buildings and the fueling center, along with utility services necessary to obtain Certificates of Occupancy.

Phase II-B is the remaining demolition of vacated buildings and completion of all infrastructure work (parking lot, stormwater facilities, etc.) for the project.
The City received a total of four Statement of Qualification (SOQ) packages in response to the advertisement. A review committee was appointed by the City Manager, comprised of the following people:

1. Paul Casto
2. Drew Whitman
3. Al Shortt
4. Mel Leonard
5. John Alaghemand

The committee members individually reviewed each of the SOQ’s, ranking the submittals and providing the City Manager their top three submittals. Each committee member’s rankings were compiled and the consensus top three firms chosen to make a presentation were, in alphabetical order:

1. Childers Construction
2. GAC Contractors
3. Reliant South Construction Group

All three firms made presentations to the committee on March 5th in the City Council meeting room. At the conclusion of the presentations, the committee voted and ranked the firms, in order of preference:

1st GAC Contractors
2nd Reliant South Construction Group
3rd Childers Construction

Staff now presents the rankings to the City Council for further action. The Council may accept the rankings as presented or modify the rankings to select the firm it deems to be the most highly qualified to provide the requested services. Once the Council selects the top ranked firm, staff will negotiate a contract with the firm for Phase I services, and the preliminary form of contract for Phase II-A and II-B services upon terms and at a rate or method of compensation the City determines is fair, competitive and reasonable.

At the conclusion of Phase I, the successful firm will be required to provide the City a Guaranteed Maximum Price (“GMP”) to construct the entire Project (Phases II-A and II-B). The application of any cost savings below the GMP will be a subject of the initial negotiations. Upon receipt of the GMP, the City shall have the option of entering a construction contract with that firm, negotiating the GMP, or dismissing the firm and placing the construction documents prepared by the firm out to public bid. The firm shall not be prohibited from bidding. The negotiated contract shall be presented to the City Council for final approval.